

## SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (“*Agreement*”) is entered into as of the last date of any signature below (“*Execution Date*”) by and among:

- (a) Guadalupe Chavez, Lorenza Romero, Alice Sanchez, Susie Trujillo, and Petra Velarde (Representative Plaintiffs), on the one hand, and
- (a) Bosley Management Inc., on the other hand

## RECITALS

**A. Nature of the case:** This lawsuit is brought on behalf of a proposed class of low-income individuals who are current or former tenants at La Vista Del Rio Apartment complex in Española, New Mexico, which until September 15, 2023, was deeply subsidized affordable housing under the United States Department of Agriculture (USDA)’s Rural Development (RD) Section 515 loan program and Section 521 Rental Assistance deep subsidy program. Plaintiffs filed this case challenging: 1) the U.S. Department of Agriculture Rural Development's approval of a request to prepay a Multifamily Housing Program loan on the Property issued by RD pursuant to Section 515 of the Housing Act of 1949, 42 U.S.C. § 1485 (“Section 515”); 2) the private Defendants; (Villas Management and Bosley Management Inc) management of the property preceding and following pre-payment; and 3) RD’s prepayment approval processes and administration of the Rural Development Voucher Program. This settlement agreement concerns claims against Defendant Bosley Management Inc.

**B. No Admission of Fault:** This agreement is the result of the Bosley Management Inc. and Representative Plaintiffs compromising and settling disputed claims. Neither this Agreement nor any representations made by Plaintiffs and Bosley Management, Inc. in the course of negotiating this Agreement shall constitute or be construed as any admission of liability or wrongdoing by any Party, or by their officers, employees, agents, successors, assigns, or representatives, related to any claims or defenses that were raised (or could have been raised) with regard to the Litigation.

**C. Class Counsel Review:** Class Counsel have analyzed and evaluated the merits of all contentions of Defendant BMI, and recognizing the risks of continued litigation and the likelihood that the Action, if not settled now, would be further protracted and will further delay any relief to the proposed class, Representative Plaintiffs and Class Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, and equitable, and that a settlement of the claims against BMI on the terms described in this Agreement is in the best interests of the proposed Settlement Class.

NOW, THEREFORE, in consideration of the covenants and agreements set forth in this Agreement, the Parties, for themselves and through their undersigned counsel, agree to the following Settlement, subject to Court approval, under the following terms and conditions.

## **I. DEFINITIONS**

In addition to the terms defined parenthetically herein, the following definitions apply to this Agreement.

1. “Action” means the Action in the United States District Court for the District of New Mexico under the caption *Guadaupe Chavez, et. al. v. Vilsack et. al.*, No. 1:23-cv-00572-JB-KK.
2. “Class Counsel” means National Housing Law Program and the New Mexico Center on Law and Poverty.
3. “Class Notice” means the notice provided to the Settlement Class of the class action status and proposed settlement of the Action. Plaintiffs Counsel will develop the Class Notice. The Class Notice will include a hearing date set by the Court to consider objections, if any, to the settlement and to enter the Settlement Order and Final Judgment.
4. “Defendant BMI” means Bosley Management Inc., one of the defendants in the Action.
5. “Distribution Date” means no later than 14 days after Final Approval.
6. “Eligible Class Member” means a Settlement Class Member who does not exclude himself or herself from the Action.
7. “Final Approval” means that all of the following have occurred:
  - (a) The Court has entered the Settlement Order and Final Judgment;
  - (b) The Court has made its final award of any Service Award; and
  - (c) Thirty-One (31) days have passed after entry of the Settlement Order and Final Judgment by the Court without any appeals or requests for review of the Court’s Settlement Order and Final Judgment being filed, or, if appeals or requests for review have been filed, the time has passed for seeking further review after orders on appeal affirming the Settlement Order and Final Judgment, or review has been denied after exhaustion of all appellate remedies.
9. “Parties” means Representative Plaintiffs and Bosley Management Inc.
8. “Preliminary Approval” means the Court has entered an order approving the Agreement, preliminarily approving the terms and conditions of this Agreement, including the manner of providing Class Notice to the Settlement Class. The Parties will confer on the form of the Order.

**9.** “Released Claims” means any and all claims, rights (including rights to restitution or reimbursement), demands, actions, causes of action, suits, liens, damages, attorney fees, obligations, contracts, liabilities, agreements, costs, interest, expenses, or losses of any nature, whether known or unknown, direct or indirect, matured or unmatured, contingent or absolute, existing or potential, suspected or unsuspected, equitable or legal, and whether under federal statutory law, federal common law or federal regulation, or the statutes, constitutions, regulations, ordinances, common law, or any other law of any and all states or their subdivisions, parishes or municipalities that were alleged or asserted in the Action, as well as any claims that could have been brought, arising out of or relating to the same nucleus of operative facts as alleged in the Action, by way of pleadings, motions, or briefs.

**10.** “Released Party” means the Bosley Management Inc. along with their respective affiliates, parents, direct and indirect subsidiaries, agents, insurers, and any company or companies actually or allegedly under common control with any of them, and each of their respective predecessors, successors, past and present owners, shareholders, members, partners, past and present officers, directors, managers, employees, agents, servants, accountants, attorneys, advisors, insurers, representatives, partners, vendors, issuers, and assigns, or anyone acting on their behalf.

**11.** “Representative Plaintiffs” means the named plaintiffs in the Action, specifically Guadalupe Chavez, Lorenza Romero, Alice Sanchez, Susie Trujillo, and Petra Velarde.

**12.** “Service Award” means the payment to Representative Plaintiffs for their time and effort in connection with this Action in an amount approved by the Court.

**13.** “Settlement Administration” means the process under the Court’s supervision, that includes, but is not limited to, the manner in which the Class Notice and the making of payments, and distributions required under this Agreement, are effectuated. The cost for Settlement Administration will be deducted from the Settlement Fund.

**14.** “Settlement Administrator” means American Legal Claim Services LLC (“ALCS”), or another third-party settlement administrator mutually agreed on by the Parties.

**15.** Except as otherwise provided in this Paragraph, “Settlement Class” means:

“All current and former residents of La Vista Del Rio Apartments since September 8, 2022 who are or were eligible to receive low-income housing assistance under the United States Department of Agriculture’s Sections 515 and 521 Programs.”

The Settlement Class does not include Defendant BMI or any entity that has a controlling interest in any of them, and any of their current or former owners, current or former directors, officers, counsel, and their immediate families. The Settlement Class also does not include any persons who request exclusion from the Class.

For purposes of settlement only, there are approximately 70 persons from approximately 35 units in the Settlement Class based on data provided by Defendant BMI.

**16.** “Settlement Class Members” means persons meeting the definition of the Settlement Class.

**17.** “Settlement Fund” means the amount of \$150,000, consisting of an agreed-upon settlement amount of \$140,000 from Defendant Bosley Management Inc. for damages and \$10,000 for administrative costs.

**18.** “Settlement Hearing” means the hearing to be set by the Court to consider objections, if any, to the settlement and to enter the Settlement Order and Final Judgment.

**19.** “Settlement Order and Final Judgment” means an order and judgment entered by the Court approving this Agreement as final and binding on the Parties, Settlement Class Members, and Released Parties.

**20.** The plural of any defined term includes the singular and the singular of any defined term includes the plural, as the case may be.

## **II. GENERAL TERMS OF SETTLEMENT**

**1. Payment of the Settlement Fund.** Defendant BMI shall fund \$150,000 to the Settlement Administrator by the date set by the Court in the Order granting Preliminary Approval. This sum includes: \$140,000 for payments to class members and Representative Plaintiff incentive payments; \$10,000 for the cost of administering the class. This sum and their payment shall be Defendant Bosley Management Inc.’s total financial obligation under this Agreement. These payments shall be paid to the Settlement Administrator and held in an account solely to be used to effectuate this settlement. Notwithstanding the foregoing, if the Court has not approved the Settlement Administrator by the time tender of payment is required to the Settlement Fund, then such payment shall be deposited in the trust accounts of respective Parties’ counsel, to be held in such account until such time as the Settlement Administrator is approved by the Court.

**2. Payments to Settlement Class Members.** On or before the Distribution Date, Defendant BMI will pay to each Eligible Class Member, through the Settlement Administrator:

- a. Payments to class member household broken down as follows:
  - i. \$ 3,428 per unit for 35 units.
  - ii. An additional \$1,000 for households that include class members that no longer live in the complex as of January 1, 2024.

**3. Class List.** Defendant BMI has already provided to Class Counsel a Class List consisting of rent rolls that are consistent with the class definition that includes the name, unit number and size, as well as the last known address of every member of the Settlement Class.

**4. Settlement Administration.** Settlement Administration shall occur under the Court's supervision. The Parties will engage ALCS, a third-party administrator (or another third-party settlement administrator mutually agreed on by the Parties), to provide Settlement Administration, including but not limited to making the payments to Settlement Class Members, payment of the Representative Plaintiff Service Award, and payment of costs of Settlement Administration and Class Notice, plus any other distributions required under this Agreement. Costs of Settlement Administration will be paid by Defendant BMI up to a cap of \$10,000. If the class administration costs are less than \$10,000, the unspent portion will revert back to Defendant BMI. Any fees and costs that exceed \$10,000 will be paid by Class Counsel.

**5. Representative Plaintiff Service Award:** Subject to Court approval, Plaintiffs may request an amount not to exceed \$1,000 per representative Plaintiff. If the Final Approval occurs, Settlement Administrator shall pay from the Settlement Fund to the Class Counsel, the Representative Plaintiff Service Award, in the manner and at the time set forth herein.

**6. No Reversion to Defendants.** Any remainder left in the Settlement Fund after all other distributions have been made will be distributed by the Settlement Administrator to a cy pres recipient with no reversion to Defendants.

**7. Cy Pres.** The Parties agree that Espanola Pathways Shelter shall be the cy pres recipient.

**8. Use Restriction Disclosures.** Within 1 business day of executing this agreement, Defendant BMI shall provide to Class Counsel documentation showing that Defendant BMI disclosed to Villas de Avenida Canada the existence of a use restriction concerning the La Vista Del Rio Apartment complex prior to purchase.

**9. Priority Admission:** Defendant BMI shall provide priority admission for class members at other Section 515 properties owned by Defendant BMI. This priority admission is conditional upon the class member identifying the specific property for which they are seeking admission, applying for admission, and qualifying to reside at the property. This priority admission requirement will terminate two years after final approval of the Settlement.

### **III. SETTLEMENT APPROVAL AND CLASS NOTICE**

**1. Preliminary Approval.** Within 14 days of the execution of this agreement, the Representatives Plaintiffs will move for an order ("Preliminary Approval Order"), which, among other things, provisionally certifies the Settlement Class for settlement purposes only; appoints Representative Plaintiff as the representative of the Settlement Class; appoints Class Counsel as counsel for the Settlement Class; approves the Settlement Administrator selected by the Parties; grants the Court's Preliminary Approval of this Agreement; approves the form of Class Notice; and sets a Settlement Hearing date to consider objections, if any, to the settlement and to enter the Settlement Order and Final Judgment.

**2. Class Notice.** The Parties will request that the Preliminary Approval Order direct that, within 45 days of entry of the Preliminary Approval Order, the Settlement Administrator shall provide Class Notice of the provisional class certification and proposed settlement to all Settlement Class Members.

**3. Finding class members for whom there is no current address.** Prior to sending the class notice, the Settlement Administrator will attempt to find addresses for class members for whom Defendant BMI does not have a current address. These are class members who have moved from the complex that is the subject of this litigation and may not have left a forwarding address with Defendant BMI. Within 7 days of the Order for Preliminary Approval, Defendant BMI will provide class counsel with the applicant certifications submitted by class members who no longer live at La Vista Del Rio. Provision of the applicant certifications is subject to the entry of an appropriate confidentiality/protective Order.

**4. Returned Mail.** Class Notices will be remailed if notice for any class member is returned by the USPS, either to the forwarded address provided by USPS or to a new address obtained via skip trace, with the opt out and objection deadline to remain the same. If the notice is returned 30 days after the initial mailing, no remailing will be required. Only one remailing shall be required and none shall be required if the USPS provides no forwarding address and skip tracing does not turn up an address. The Class administrator shall handle all mailing and remailing and all skip tracing. Any amounts left in the class fund due to failure to deliver notice despite the above notice plan will revert to the cy pres fund.

**5. Submission of Exclusion Requests or Objections.** Representative Plaintiffs will request that the Preliminary Approval Order direct that Settlement Class Members be allowed 60 days after the date established by the Court for the Settlement Administrator to provide Class Notice as set forth in Paragraph III(2) above to request exclusion from the Settlement Class or to submit objections to the proposed Settlement. The Class Notice described in Paragraph III(2) above shall direct that exclusion requests, if any, be sent to the Settlement Administrator, which will provide periodic updates on exclusion requests to Defendant BMI's counsel and Class Counsel. The Class Notice described in Paragraph III(2) above shall direct that objections, if any, be sent to Class Counsel, who shall file copies with the Court. Any re-sending of Class Notice shall not extend the time for a Settlement Class Member to request exclusion or submit objections.

**6. Entry of Final Judgment.** Representative Plaintiffs will request that the Court (a) grant Final Approval and (b) enter judgment in accordance with this Agreement, approving the Agreement as fair, reasonable, and adequate, and binding on all Settlement Class Members who have not excluded themselves, ordering that the Claim Payments be paid to Eligible Class Members, and the Representative Plaintiff Service Award, be paid in the amounts approved by the Court, approving the form and manner of Class Notice provided, ordering that any remainder left in the Settlement Fund be distributed to the cy pres recipient with no reversion to Defendants, dismissing the Action with prejudice, and barring Settlement Class Members from bringing claims within the scope of the Released Claims.

#### IV. ADMINISTRATION AND DISTRIBUTION OF PAYMENTS

**1. Responsibility for Distributions.** The Settlement Administrator will be responsible for making all distributions required under this Agreement. The Settlement Administrator will have authority to make all decisions reasonably necessary for the orderly implementation and administration of this Agreement and the distribution of all payments prescribed in this Agreement. The Settlement Administrator shall have no liability for any Settlement Administration decision made in good faith and not inconsistent with the express terms of this Agreement.

**2. Distribution of Representative Plaintiff Service Award.** No later than 14 days after the date of Final Approval, the Settlement Administrator shall distribute the Representative Plaintiff Service Award, in amounts approved by the Court by a check or wire transfer as directed by Class Counsel.

**3. Eligibility for Distribution.** To be eligible for distribution pursuant to this Agreement, Settlement Class Members are not required to do anything other than not exclude themselves.

**4. Notification to Class Counsel.** No later than 30 days after Final Approval, the Settlement Administrator shall provide Defendant BMI, its undersigned counsel, and Class Counsel with (i) the names and addresses of Eligible Class Members and the Payment payable to each Eligible Class Members, and (ii) the names and addresses of Eligible Class Members who excluded themselves. The Settlement Administrator may provide this information in such form or media as Defendant BMI and Class Counsel reasonably agree, subject to approval by the Settlement Administrator.

**5. Manner of Distribution.** The Settlement Administrator shall make the payments required to Eligible Class Members by check on or before the Distribution Date. The Settlement Administrator shall not have any obligation to re-mail any check returned after a payment in accordance with this Paragraph. Checks issued pursuant to this Paragraph shall remain valid for 60 days after issuance, and shall recite that limitation on the face of the check. The value of any Payments remaining uncashed after 60 days will be paid to the Court approved cy pres recipient.

**6. Notification to Eligible Claimants.** At the time of payment by check, Eligible Class Members will be notified that the check represents their payment under this Agreement. The determination of the payment amount is final and not subject to challenge by the Eligible Class Member to whom the check is sent.

**7. Distribution to Heirs of Deceased Eligible Class Members.** If an Eligible Class Member is deceased, payment of the amount due to that Eligible Class Member shall be made to any heir, or, if multiple heirs, to each heir, or to the Estate of the deceased Eligible Class Member, upon acceptable proof of eligibility. Acceptable proof of eligibility may include providing a copy of the Death Certificate, along with either court documents that establish the Estate or decide the heirs, or if no such documents exist and no Estate was

established, or the Estate proceedings have been completed, an affidavit that states the identities of the heirs and the respective percentage due to each heir.

## V. RELEASES

**1. Sole and Exclusive Remedy.** This settlement shall be the sole and exclusive remedy for any and all Released Claims against the Released Parties. Each Eligible Class Member (including anyone claiming by or through him or her) shall be barred from initiating, asserting, or prosecuting the Released Claims.

**2. Class Release to Defendant BMI.** Effective upon Final Approval, the Representative Plaintiff, for himself and as representatives of the Settlement Class, and on behalf of each Settlement Class Member who did not exclude himself or herself from the Action, and each of their respective agents, successors, heirs, assigns, and any other person who can claim by or through the Representative Plaintiff or the Eligible Class Members in any manner, shall have fully, finally, and forever irrevocably released, relinquished, and forever discharged with prejudice all Released Claims against the Released Parties.

**3. Effect of Releases.** With respect to any and all Released Claims, the Parties stipulate and agree that upon Final Approval, the Representative Plaintiff and eligible Class Members, for themselves and on behalf of their respective parents, affiliates, directors, officers, employees, owners, shareholders, members, partners, agents, successors, heirs, assigns, and any other person who can claim by or through each or any of them, shall expressly waive, and each Eligible Class Member and each Eligible Class Members' respective agents, successors, heirs, assigns, and any other person who can claim by or through each or any of them, in any manner, shall be deemed to have waived, and by operation of the judgment of the Court, shall have expressly waived, any and all claims, rights, or benefits they may have under and any federal or state law, right, rule, or legal principle that may be applicable. The Parties agree and acknowledge that this waiver is an essential term of this Agreement.

## VI. MISCELLANEOUS PROVISIONS

**1. Settlement Purpose of Agreement.** This Agreement is for settlement purposes only, and neither the fact of, nor any provision contained in this Agreement or its attachments, nor any action taken hereunder shall constitute, be construed as, or be admissible in evidence as, any admission of the validity of any claim, defense or any fact alleged by any of the Parties in the Action or in any other pending or subsequently filed action or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, or admission by any Party of any claim, defense or allegation made in the Action or any other action, nor as an admission by any of Defendant BMI, Representative Plaintiff, or Settlement Class Members of the validity of any fact or defense asserted against them in the Action or any other action. If the Court should for any reason fail to approve this Agreement in the form substantially agreed to by the Parties, decline to enter the Settlement Order and Final Judgment or impose any condition to approval of the settlement to which the Parties do not consent, or if the Settlement Order and

Final Judgment is reversed or rendered void, then (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court. Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties agree in writing that the remaining provisions shall remain in full force and effect. If this Agreement terminates or is nullified, the provisional class certification shall be vacated by its terms, and the Action shall revert to the status that existed before the initial date of settlement between the Parties. Upon nullification of this Agreement, Representative Plaintiff shall be free to pursue any claims available to him, and Defendants shall be free to assert any defenses available to them. Nothing in this Agreement shall be argued or deemed to estop any Party from the assertion of such claims or defenses. In the event the Court should for any reason fail to approve this Agreement in the form agreed to by the Parties, decline to enter the Settlement Order and Final Judgment, or impose any condition to approval of the settlement to which the Parties do not consent, or if the Settlement Order and Final Judgment is reversed or rendered void, the Parties will negotiate in good faith to address the issues raised by said events, including via mediation.

**2. Cooperation.** The Parties and their counsel will cooperate fully in the process of seeking settlement approval. Class Counsel warrant and agree they will take all steps necessary to obtain and implement Final Approval of this Agreement, to defend the Settlement Order and Final Judgment through all stages of any appeals that may be taken (regardless of who prosecutes the appeal), to give Released Parties full and final peace from further prosecution of the Released Claims, and to give the Settlement Class Members the benefits they enjoy under this Agreement.

**3. Governing Law.** This Agreement is intended to and shall be governed by the laws of the State of New Mexico, without regard to its rules regarding conflict of laws.

**4. Entire Agreement.** The terms and conditions set forth in this Agreement constitute the complete and exclusive statement of the agreement between the Parties relating to the subject matter of this Agreement, superseding all previous negotiations and understandings, whether oral or in writing, express or implied, and may not be contradicted by evidence of any prior or contemporaneous agreement. Any modification of the Agreement that may adversely affect Settlement Class Members' substantive rights must be in writing and signed by Representative Plaintiff and Defendant BMI; any other modification of the Agreement must be in writing and signed by Class Counsel and BMI's undersigned counsel.

**5. Construction of Agreement.** The determination of the terms of, and the drafting of, this Agreement has been by mutual agreement after extensive negotiation, with consideration by and participation of counsel for all Parties. The Agreement shall be construed according to the fair intent of the language taken as a whole, and not for or against any Party.

**6. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns.

Susie Trujillo, P.

7. **Waiver.** The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

8. **Effectiveness of Agreement; Counterparts.** This Agreement shall become effective upon the last date of its execution by all of the persons for whom signature spaces have been provided below. The Parties and their counsel may execute this Agreement in counterparts (any one or all of which may be fax or PDF/electronic copies), and execution in counterparts shall have the same force and effect as if all signatories had signed the same document.

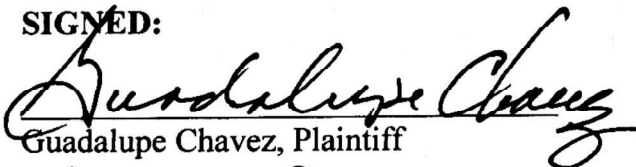
9. **Continuing Jurisdiction.** The Court shall retain exclusive and continuing jurisdiction over this Agreement and over all Parties and Settlement Class Members to interpret, effectuate, enforce, and implement this Agreement. The Court shall have exclusive jurisdiction to resolve any disputes involving this Agreement, subject to the dispute resolution mechanism set forth in Paragraph VI(2).

10. **Authority.** Each individual signing this Agreement represents and warrants that he or she has the authority to sign on behalf of the Party for which that individual signs.

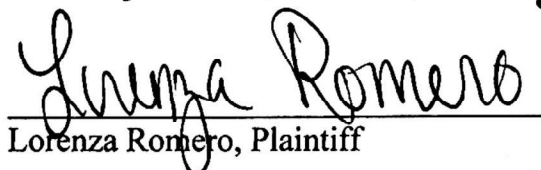
11. **Assignment; Third Party Beneficiaries.** None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any member of the Settlement Class without the express written consent of the other Parties. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties and shall not be construed to confer any right or to afford any remedy to any other person.

12. **Calculation of Time.** All time listed in this Agreement is in calendar days. Time is calculated by (a) excluding the day of the event that triggers the period; (b) counting every day, including intermediate Saturdays, Sundays, and legal holidays; and (c) including the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

SIGNED:

  
Guadalupe Chavez, Plaintiff

3/15/2025  
Date

  
Lorenza Romero, Plaintiff

3-15-2025  
Date

  
Alice Sanchez, Plaintiff

03-15-2025  
Date

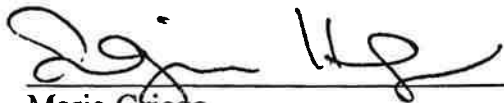
  
Susie Trujillo, Plaintiff

3-15-25  
Date

  
Petra Velarde, Plaintiff

3-15-25  
Date

Counsel for Plaintiffs:

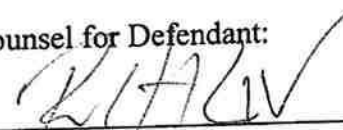
  
Maria Griego  
Sovereign Hager  
NEW MEXICO CENTER ON LAW & POVERTY  
Natalie N. Maxwell  
Marcos Segura  
NATIONAL HOUSING LAW PROJECT

3-15-2025  
Date

  
Defendant Bosley Management, Inc.

3/17/2025  
Date

Counsel for Defendant:

  
Rick Cravens,  
PRIEST & MILLER

3/24/25  
Date

## ADDENDUM TO SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Addendum modifies the following three paragraphs of the Settlement Agreement and Release of Claims ("*Agreement*"), in the following sections as follows:

### II. GENERAL TERMS OF SETTLEMENT

1. Replacing Paragraph 2.a. with the following:
  - a. Payments to class member household broken down as follows:
    - i. \$2,500 per unit for 46 households.
    - ii. An additional \$1,000 for households that include class members that no longer live in the complex as of January 1, 2024.
2. Replacing the second sentence of Paragraph 4, with the following:

The Parties will engage ALCS, a third-party administrator (or another third-party settlement administrator mutually agreed on by the Parties), to provide Settlement Administration, including but not limited to making the payments to Settlement Class Members, and payment of costs of Settlement Administration and Class Notice, plus any other distributions required under this Agreement.
3. Striking Paragraph 5, "Representative Plaintiff Service Award."
4. Amending Paragraph 6, "No Reversion to Defendants" as follows:

**No Reversion to Defendants.** Any remainder left in the Settlement Fund after all other distributions have been made will be redistributed to class members who have already received a portion of the settlement with no reversion to Defendants.
5. Striking Paragraph 7, "Cy Pres."

### III. SETTLEMENT APPROVAL AND CLASS NOTICE

6. Replacing the final sentence of Paragraph 4, "Returned Mail" with the following:

Any amounts left in the class fund due to failure to deliver notice despite the above notice plan will be redistributed to class members who receive a portion of the settlement.
7. Replacing Paragraph 6, "Entry of Final Judgment" with the following:

**Entry of Final Judgment.** Representative Plaintiffs will request that the Court (a) grant Final Approval and (b) enter judgment in accordance with this Agreement, approving the Agreement as fair, reasonable, and adequate, and binding on all Settlement Class Members who have not excluded themselves, ordering that the Claim Payments be paid to Eligible Class Members in the amounts approved by the Court, approving the form and manner of Class Notice provided, ordering that any remainder left in the Settlement Fund be

Notice provided, ordering that any remainder left in the Settlement Fund be redistributed to class members who receive a portion of the settlement with no reversion to Defendants, dismissing the Action with prejudice, and barring Settlement Class Members from bringing claims within the scope of the Released Claims.

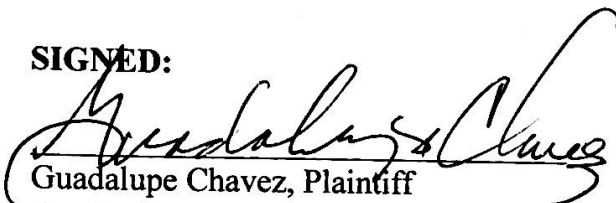
#### IV. ADMINISTRATION AND DISTRIBUTION OF PAYMENTS

8. Striking Paragraph 2, "Distribution of Representative Plaintiff Service Award."

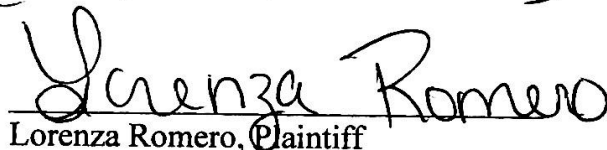
9. Replacing the final sentence of Paragraph 5, "Manner of Distribution" with the following:

The value of any Payments remaining uncashed after 60 days will be redistributed to class members who have already received a portion of the settlement.

**SIGNED:**

  
Guadalupe Chavez, Plaintiff

4/6/25  
Date

  
Lorena Romero, Plaintiff

4-6-2025  
Date

  
Alice Sanchez, Plaintiff

4-7-2025  
Date

  
Susie Trujillo, Plaintiff

4-6-2025  
Date

  
Petra Velarde, Plaintiff

4-6-2025  
Date

Counsel for Plaintiffs:

  
Maria Griego

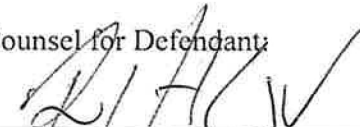
4/7/2025  
Date

Sovereign Hager  
NEW MEXICO CENTER ON LAW & POVERTY  
Natalie N. Maxwell  
Marcos Segura  
NATIONAL HOUSING LAW PROJECT

  
Defendant Bosley Management, Inc.

4/07/25  
Date

Counsel for Defendant:

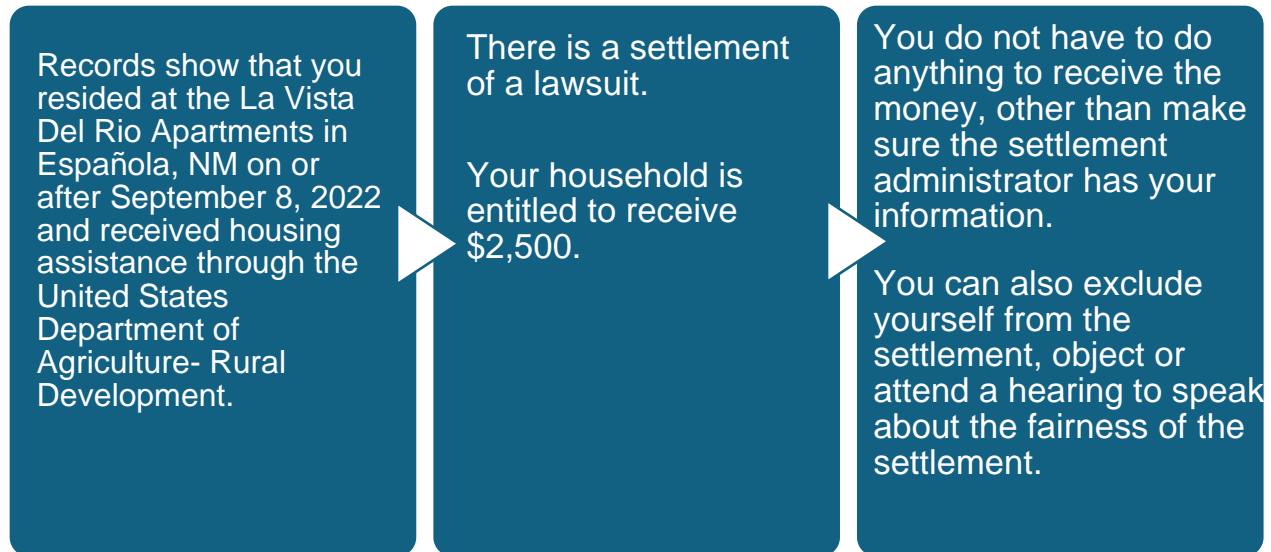
  
Rick Cravens,  
PRIEST & MILLER

4/7/25  
Date

## Class Action Notice

*This Notice is authorized by the U.S. District Court. This is not an advertisement from a lawyer.*

This is an important legal document; we recommend that you read all of it.



This notice is to tell you about a proposed settlement of a class action lawsuit that was filed in the United States District Court for the district of New Mexico. The lawsuit is called, *Chavez v. Vilsack and Bosley Management Inc.*, Case No. 1:24-CV-00572 JB/KK (D. NM). The plaintiffs, or people who brought the class action lawsuit in their name, have reached a settlement with Bosley Management Inc. In the lawsuit, plaintiffs alleged that Bosley Management Inc. violated the law by failing to maintain habitable conditions as the owner of the property and by telling residents that the complex would close. In agreeing to settle, Bosley Management Inc. has not admitted they did anything wrong.

### Important Information About Your Legal Rights

The proposed settlement covers all tenants that lived at the La Vista Del Rio Apartment Complex since September 8, 2022, and received low-income housing assistance through the United States Department of Agriculture Rural Development.

The settlement requires Bosley Management Inc. to:

- Pay \$150,000. Which includes:
  - 1) \$2,500 for each class member household.
  - 2) \$1,000 for each class member household who moved prior to January 1, 2024.
  - 3) \$10,000 for costs to administer the settlement.

**Your Options:** Read this notice to understand the settlement and to determine if you are a class member. Then decide if you want to:

<b>DO NOTHING</b>	You will be bound by the settlement, if the judge approves it. This means you will not be able to sue Bosley Management Inc. about the same issues.
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<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the settlement. The hearing will be at [time] on [date].
<b>OBJECT TO THE SETTLEMENT</b>	<p>If you want to object to the settlement, you can do so in writing and sending your objection to all of those listed below <b><i>no later than [date]</i></b>:</p> <p><b>The Court:</b> The Hon. James O. Browning United States District Court, Pete V. Domenici United States Courthouse 333 Lomas Blvd NW, Suite 660, Albuquerque, New Mexico 87102</p> <p><b>Class Counsel:</b> Sovereign Hager and Maria Griego New Mexico Center on Law and Poverty P.O. Box 27290, Albuquerque, NM 87125</p> <p><b>Defense Counsel:</b> Richard H. Cravens, IV Priest &amp; Miller, LLP 6100 Uptown Blvd. NE, Suite 620, Albuquerque, NM 87110</p>
<b>OPT OUT BY REQUESTING TO BE EXCLUDED FROM THE CASE</b>	<p>At this time, you are considered a member of the class for settlement purposes. However, if you want to exclude yourself from the proposed class action settlement, you would keep the right to sue Bosley Management Inc. about the same issues.</p> <p>To opt out you must send a written request specifically stating that you request exclusion. Mail your request to:</p> <p style="text-align: center;">_____ Settlement Administrator PO Box [number], [city, state, zip code].</p> <p style="text-align: center;">Your request must be postmarked <b><i>no later than [date]</i></b>.</p>

### Do I have a lawyer in this lawsuit?

In a class action, the judge appoints class representatives and lawyers to work on the case and represent the interests of all class members. For this settlement, the judge has appointed the following individuals and lawyers:

**New Mexico Center on Law and Poverty**  
Sovereign Hager  
Maria Griego  
P.O. Box 27290  
Albuquerque, NM 87125  
(505) 255-2840

**National Housing Law Project**  
Natalie Maxwell  
Marcos Segura  
90 New Montgomery St., Suite 1015  
San Francisco, CA 94105

These are the lawyers who negotiated this settlement on your behalf. If you want to be represented by your own lawyer, you may hire one at your own expense.

If you have questions, please contact the Settlement Administrator at [phone number], or NM Center on Law and Poverty, the attorneys for Plaintiff and the Class, at (505) 255-2840.

## RD Tenant / Rent Analysis

( As of ) Report Date : 09/01/2022

03/12/2025

09:06 AM

La Vista Del Rio Apartments  
566 Turner Lane  
Sheridan, WY 82801

Page 1 of 1

Unit No.	Tenant Name	Size	Lease	Tenant					Unit				GTC%	Analysis
				Rent	- U/R	+ R/A + Vacant	= Total		Basic	Note	HUD RA #			
01	MARTINEZ, DESSEREE	2BR	05/01/23	308	0	385	0	693	693	885	0	1	30%	
02	VACANT - 03/31/2022	2BR		0	0	0	693	693	693	885	0	1	0%	VAC-
03	RODRIGUEZ, VERONICA	2BR	12/01/22	167	0	526	0	693	693	885	0	1	30%	
04	BARELA, ISAAC	2BR	06/01/23	0	13	706	0	693	693	885	0	1	30%	
05	GREATHOUSE, ANDREA	2BR	12/01/22	24	0	669	0	693	693	885	0	1	30%	
06	CORDOVA, CHRISTELLA	2BR	09/01/23	261	0	432	0	693	693	885	0	1	30%	
07	HERNANDEZ, DANIELA	2BR	02/01/23	22	0	671	0	693	693	885	0	1	30%	
08	GRIEGO, KATRINA R	2BR	02/01/23	154	0	539	0	693	693	885	0	1	30%	
09	MANZANARES, SHIRLEY	1BR	03/01/23	178	0	399	0	577	577	760	0	1	30%	
10	DIXON, ERICA	1BR	01/01/23	7	0	570	0	577	577	760	0	1	30%	
11	SISNEROS, STARLING	1BR	08/01/23	0	26	603	0	577	577	760	0	1	30%	
12	VACANT - 12/31/2021	1BR		0	0	0	577	577	577	760	0	1	0%	VAC-
13	VACANT - 03/02/2022	1BR		0	0	0	577	577	577	760	0	1	0%	VAC-
14	VACANT - 02/28/2022	1BR		0	0	0	577	577	577	760	0	1	0%	VAC-
15	TALAMANTE, JAN	1BR	07/01/23	34	0	543	0	577	577	760	0	1	30%	
16	SANCHEZ, ALICE	1BR	06/01/23	126	0	451	0	577	577	760	0	1	30%	
17	DIXON, DINO	1BR	02/01/23	222	0	355	0	577	577	760	0	1	30%	
18	TRUJILLO, SUSIE	1BR	11/01/22	12	0	565	0	577	577	760	0	1	30%	
19	VELASQUEZ, DANIEL	1BR	11/01/22	157	0	420	0	577	577	760	0	1	30%	
20	DIAS, DOLORES	1BR	07/01/23	121	0	456	0	577	577	760	0	1	30%	
21	PENA, MONICA	1BR	04/01/23	4	0	573	0	577	577	760	0	1	30%	
22	VACANT - 02/21/2022	1BR		0	0	0	577	577	577	760	0	1	0%	VAC-
23	BARVOZA, VIRGINA	1BR	01/01/23	171	0	406	0	577	577	760	0	1	30%	
24	GARCIA, EMILIO	1BR	09/01/23	0	11	588	0	577	577	760	0	1	30%	
25	BARELA, DENNIS	1BR	03/01/23	171	0	406	0	577	577	760	0	1	30%	
26	MADRID, ANDREW	2BR	08/01/23	47	0	646	0	693	693	885	0	1	30%	
27	GURULE, SHIRLEY	2BR	10/01/22	224	0	469	0	693	693	885	0	1	30%	
28	GONZALES, KAYLA	2BR	08/01/23	57	0	636	0	693	693	885	0	1	30%	
29	SALAZAR, RACHEL	2BR	07/01/23	160	0	533	0	693	693	885	0	1	30%	
30	LOPEZ, JENNIFER	2BR	11/01/22	32	0	661	0	693	693	885	0	1	30%	
31	VELARDE, PETRA	2BR	05/01/23	286	0	407	0	693	693	885	0	1	30%	
32	STEWART, ADAM	2BR	11/01/22	147	0	546	0	693	693	885	0	1	30%	
33	PEREA, PATRICK	2BR	01/01/23	154	0	539	0	693	693	885	0	1	30%	
34	VACANT - 12/31/2021	3BR		0	0	0	898	898	898	1,070	0	1	0%	VAC-
35	ARCHULETA, DARLENE	2BR	06/01/23	160	0	533	0	693	693	885	0	1	30%	
36	DOMINGUEZ, ANGEL K	2BR	04/01/23	142	0	551	0	693	693	885	0	1	30%	
37	VACANT - 07/31/2021	3BR		0	0	0	898	898	898	1,070	0	1	0%	VAC-
38	VACANT - 07/29/2022	2BR		0	0	0	693	693	693	885	0	1	0%	VAC-
39	(MANG), ROMERO JUDY	2BR	10/26/10	0	0	0	0	0	693	885	0	1	100%	LSE-N/RA-INC-RN
40	MONDRAGON, LARRY	3BR	12/01/22	166	0	732	0	898	898	1,070	0	1	30%	
41	APODACA, ISMAEL	2BR	11/01/22	120	0	573	0	693	693	885	0	1	30%	
42	LUJAN, MARY	2BR	01/01/23	154	0	539	0	693	693	885	0	1	30%	
43	LOPEZ, GRACE	3BR	08/01/23	0	7	905	0	898	898	1,070	0	1	30%	
44	MARTINEZ, TAMARA	3BR	11/01/22	20	0	878	0	898	898	1,070	0	1	30%	
45	SANCHEZ, CARRIE ANN	2BR	02/01/23	25	0	668	0	693	693	885	0	1	30%	
46	CORRAL BEQUET, MARIA	3BR	12/01/22	223	0	675	0	898	898	1,070	0	1	30%	
47	MARTINEZ, RAELYNE	2BR	11/01/22	2	0	691	0	693	693	885	0	1	30%	
48	CHAVEZ, GUADALUPE	2BR	08/01/23	409	0	284	0	693	693	885	0	1	30%	
49	VACANT - 10/18/2021	3BR		0	0	0	898	898	898	1,070	0	1	0%	VAC-
Totals				4,667	57	21,729	6,388	32,727	33,420	42,535	0			
48 Total RD R/A Units Allowable														
39 RD R/A Units In Use														
9 RD R/A Units Available														

**Exhibit C**

## RD Tenant / Rent Analysis

( As of ) Report Date : 10/01/2022

03/12/2025

09:07 AM

La Vista Del Rio Apartments  
566 Turner Lane  
Sheridan, WY 82801

Page 1 of 1

Unit No.	Tenant Name	Size	Lease	Tenant					Unit				GTC%	Analysis
				Rent	- U/R	+ R/A + Vacant	= Total	Basic	Note	HUD RA #				
01	MARTINEZ, DESSEREE	2BR	05/01/23	308	0	385	0	693	693	885	0	1	30%	VAC-
02	VACANT - 03/31/2022	2BR		0	0	0	693	693	693	885	0	1	0%	
03	RODRIGUEZ, VERONICA	2BR	12/01/22	167	0	526	0	693	693	885	0	1	30%	
04	BARELA, ISAAC	2BR	06/01/23	0	13	706	0	693	693	885	0	1	30%	
05	GREATHOUSE, ANDREA	2BR	12/01/22	24	0	669	0	693	693	885	0	1	30%	
06	CORDOVA, CHRISTELLA	2BR	09/01/23	261	0	432	0	693	693	885	0	1	30%	
07	HERNANDEZ, DANIELA	2BR	02/01/23	22	0	671	0	693	693	885	0	1	30%	
08	GRIEGO, KATRINA R	2BR	02/01/23	154	0	539	0	693	693	885	0	1	30%	
09	MANZANARES, SHIRLEY	1BR	03/01/23	178	0	399	0	577	577	760	0	1	30%	
10	DIXON, ERICA	1BR	01/01/23	7	0	570	0	577	577	760	0	1	30%	
11	SISNEROS, STARLING	1BR	08/01/23	0	26	603	0	577	577	760	0	1	30%	
12	VACANT - 12/31/2021	1BR		0	0	0	577	577	577	760	0	1	0%	VAC-
13	VACANT - 03/02/2022	1BR		0	0	0	577	577	577	760	0	1	0%	VAC-
14	NARANJO, JENNIFER	1BR	10/01/23	0	33	610	0	577	577	760	0	1	30%	
15	TALAMANTE, JAN	1BR	07/01/23	34	0	543	0	577	577	760	0	1	30%	
16	SANCHEZ, ALICE	1BR	06/01/23	126	0	451	0	577	577	760	0	1	30%	
17	DIXON, DINO	1BR	02/01/23	222	0	355	0	577	577	760	0	1	30%	
18	TRUJILLO, SUSIE	1BR	11/01/22	12	0	565	0	577	577	760	0	1	30%	
19	VELASQUEZ, DANIEL	1BR	11/01/22	157	0	420	0	577	577	760	0	1	30%	
20	DIAS, DOLORES	1BR	07/01/23	121	0	456	0	577	577	760	0	1	30%	
21	PENA, MONICA	1BR	04/01/23	4	0	573	0	577	577	760	0	1	30%	
22	VACANT - 02/21/2022	1BR		0	0	0	577	577	577	760	0	1	0%	VAC-
23	BARVOZA, VIRGINA	1BR	01/01/23	171	0	406	0	577	577	760	0	1	30%	
24	GARCIA, EMILO	1BR	09/01/23	0	11	588	0	577	577	760	0	1	30%	
25	BARELA, DENNIS	1BR	03/01/23	171	0	406	0	577	577	760	0	1	30%	
26	MADRID, ANDREW	2BR	08/01/23	47	0	646	0	693	693	885	0	1	30%	
27	GURULE, SHIRLEY	2BR	10/01/23	263	0	430	0	693	693	885	0	1	30%	
28	GONZALES, KAYLA	2BR	08/01/23	57	0	636	0	693	693	885	0	1	30%	
29	SALAZAR, RACHEL	2BR	07/01/23	160	0	533	0	693	693	885	0	1	30%	
30	LOPEZ, JENNIFER	2BR	11/01/22	32	0	661	0	693	693	885	0	1	30%	
31	VELARDE, PETRA	2BR	05/01/23	286	0	407	0	693	693	885	0	1	30%	
32	STEWART, ADAM	2BR	11/01/22	147	0	546	0	693	693	885	0	1	30%	
33	PEREA, PATRICK	2BR	01/01/23	154	0	539	0	693	693	885	0	1	30%	
34	VACANT - 12/31/2021	3BR		0	0	0	898	898	898	1,070	0	1	0%	VAC-
35	ARCHULETA, DARLENE	2BR	06/01/23	160	0	533	0	693	693	885	0	1	30%	
36	DOMINGUEZ, ANGEL K	2BR	04/01/23	142	0	551	0	693	693	885	0	1	30%	
37	VACANT - 07/31/2021	3BR		0	0	0	898	898	898	1,070	0	1	0%	VAC-
38	VACANT - 07/29/2022	2BR		0	0	0	693	693	693	885	0	1	0%	VAC-
39	(MANG), ROMERO JUDY	2BR	10/26/10	0	0	0	0	0	693	885	0	1	100%	LSE-N/RA-INC-RN
40	MONDRAGON, LARRY	3BR	12/01/22	166	0	732	0	898	898	1,070	0	1	30%	
41	APODACA, ISMAEL	2BR	10/01/23	120	0	573	0	693	693	885	0	1	30%	
42	LUJAN, MARY	2BR	01/01/23	154	0	539	0	693	693	885	0	1	30%	
43	LOPEZ, GRACE	3BR	08/01/23	0	7	905	0	898	898	1,070	0	1	30%	
44	MARTINEZ, TAMARA	3BR	11/01/22	20	0	878	0	898	898	1,070	0	1	30%	
45	SANCHEZ, CARRIE ANN	2BR	02/01/23	25	0	668	0	693	693	885	0	1	30%	
46	CORRAL BEQUET, MARIA	3BR	12/01/22	223	0	675	0	898	898	1,070	0	1	30%	
47	MARTINEZ, RAELYNE	2BR	11/01/22	2	0	691	0	693	693	885	0	1	30%	
48	CHAVEZ, GUADALUPE	2BR	08/01/23	409	0	284	0	693	693	885	0	1	30%	
49	APODACA, KARINA	3BR	10/01/23	0	24	922	0	898	898	1,070	0	1	30%	

Totals 4,706 114 23,222 4,913 32,727 33,420 42,535 0

48 Total RD R/A Units Allowable

41 RD R/A Units In Use

7 RD R/A Units Available

## RD Tenant / Rent Analysis

( As of ) Report Date : 11/01/2022

03/12/2025

09:08 AM

La Vista Del Rio Apartments  
566 Turner Lane  
Sheridan, WY 82801

Page 1 of 1

Unit No.	Tenant Name	Size	Lease	Tenant					Unit				GTC%	Analysis
				Rent	- U/R	+ R/A	+ Vacant	= Total	Basic	Note	HUD RA #			
01	MARTINEZ, DESSEREE	2BR	05/01/23	308	0	385	0	693	693	885	0	1	30%	VAC-
02	VACANT - 03/31/2022	2BR		0	0	0	693	693	693	885	0	1	0%	
03	RODRIGUEZ, VERONICA	2BR	12/01/22	167	0	526	0	693	693	885	0	1	30%	
04	BARELA, ISAAC	2BR	06/01/23	0	13	706	0	693	693	885	0	1	30%	VAC-
05	GREATHOUSE, ANDREA	2BR	12/01/22	24	0	669	0	693	693	885	0	1	30%	
06	CORDOVA, CHRISTELLA	2BR	09/01/23	261	0	432	0	693	693	885	0	1	30%	
07	HERNANDEZ, DANIELA	2BR	02/01/23	22	0	671	0	693	693	885	0	1	30%	VAC-
08	GRIEGO, KATRINA R	2BR	02/01/23	154	0	539	0	693	693	885	0	1	30%	
09	MANZANARES, SHIRLEY	1BR	03/01/23	178	0	399	0	577	577	760	0	1	30%	
10	VACANT - 10/02/2022	1BR		0	0	0	577	577	577	760	0	1	0%	VAC-
11	SISNEROS, STARLING	1BR	08/01/23	0	26	603	0	577	577	760	0	1	30%	
12	VACANT - 12/31/2021	1BR		0	0	0	577	577	577	760	0	1	0%	
13	ZOLLER, JOB	1BR	11/01/23	0	11	588	0	577	577	760	0	1	30%	VAC-
14	NARANJO, JENNIFER	1BR	10/01/23	0	33	610	0	577	577	760	0	1	30%	
15	TALAMANTE, JAN	1BR	07/01/23	34	0	543	0	577	577	760	0	1	30%	
16	SANCHEZ, ALICE	1BR	06/01/23	126	0	451	0	577	577	760	0	1	30%	VAC-
17	DIXON, DINO	1BR	02/01/23	222	0	355	0	577	577	760	0	1	30%	
18	TRUJILLO, SUSIE	1BR	11/01/23	12	0	565	0	577	577	760	0	1	30%	
19	VACANT - 10/31/2022	1BR		0	0	0	577	577	577	760	0	1	0%	VAC-
20	DIAS, DOLORES	1BR	07/01/23	121	0	456	0	577	577	760	0	1	30%	
21	PENA, MONICA	1BR	04/01/23	4	0	573	0	577	577	760	0	1	30%	
22	VACANT - 02/21/2022	1BR		0	0	0	577	577	577	760	0	1	0%	VAC-
23	BARVOZA, VIRGINA	1BR	01/01/23	171	0	406	0	577	577	760	0	1	30%	
24	GARCIA, EMILO	1BR	09/01/23	0	11	588	0	577	577	760	0	1	30%	
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26	MADRID, ANDREW	2BR	08/01/23	47	0	646	0	693	693	885	0	1	30%	
27	GURULE, SHIRLEY	2BR	10/01/23	263	0	430	0	693	693	885	0	1	30%	
28	GONZALES, KAYLA	2BR	08/01/23	57	0	636	0	693	693	885	0	1	30%	VAC-
29	SALAZAR, RACHEL	2BR	07/01/23	160	0	533	0	693	693	885	0	1	30%	
30	LOPEZ, JENNIFER	2BR	11/01/23	32	0	661	0	693	693	885	0	1	30%	
31	VELARDE, PETRA	2BR	05/01/23	286	0	407	0	693	693	885	0	1	30%	VAC-
32	STEWART, ADAM	2BR	11/01/23	80	0	613	0	693	693	885	0	1	30%	
33	PEREA, PATRICK	2BR	01/01/23	154	0	539	0	693	693	885	0	1	30%	
34	VACANT - 12/31/2021	3BR		0	0	0	898	898	898	1,070	0	1	0%	VAC-
35	ARCHULETA, DARLENE	2BR	06/01/23	160	0	533	0	693	693	885	0	1	30%	
36	DOMINGUEZ, ANGEL K	2BR	04/01/23	142	0	551	0	693	693	885	0	1	30%	
37	CHACON, HEATHER	3BR	11/01/23	0	9	907	0	898	898	1,070	0	1	30%	VAC-
38	VACANT - 07/29/2022	2BR		0	0	0	693	693	693	885	0	1	0%	
39	(MANG), ROMERO JUDY	2BR	10/26/10	0	0	0	0	0	693	885	0	1	100%	
40	MONDRAGON, LARRY	3BR	12/01/22	166	0	732	0	898	898	1,070	0	1	30%	LSE-N/RA-INC-RN
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43	LOPEZ, GRACE	3BR	08/01/23	0	7	905	0	898	898	1,070	0	1	30%	VAC-
44	MARTINEZ, TAMARA	3BR	11/01/23	0	4	902	0	898	898	1,070	0	1	30%	
45	SANCHEZ, CARRIE ANN	2BR	02/01/23	25	0	668	0	693	693	885	0	1	30%	
46	CORRAL BEQUET, MARIA	3BR	12/01/22	223	0	675	0	898	898	1,070	0	1	30%	VAC-
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48	CHAVEZ, GUADALUPE	2BR	08/01/23	409	0	284	0	693	693	885	0	1	30%	
49	APODACA, KARINA	3BR	10/01/23	0	24	922	0	898	898	1,070	0	1	30%	
Totals				4,455	138	23,818	4,592	32,727	33,420	42,535	0			
48 Total RD R/A Units Allowable														
41 RD R/A Units In Use														
7 RD R/A Units Available														

## RD Tenant / Rent Analysis

( As of ) Report Date : 12/01/2022

03/12/2025

09:08 AM

La Vista Del Rio Apartments  
566 Turner Lane  
Sheridan, WY 82801

Page 1 of 1

Unit No.	Tenant Name	Size	Lease	Tenant					Unit				GTC%	Analysis
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03	RODRIGUEZ, VERONICA	2BR	12/01/23	167	0	526	0	693	693	885	0	1	30%	
04	BARELA, ISAAC	2BR	06/01/23	0	13	706	0	693	693	885	0	1	30%	
05	GREATHOUSE, ANDREA	2BR	12/01/23	130	0	563	0	693	693	885	0	1	30%	
06	CORDOVA, CHRISTELLA	2BR	09/01/23	261	0	432	0	693	693	885	0	1	30%	
07	HERNANDEZ, DANIELA	2BR	02/01/23	22	0	671	0	693	693	885	0	1	30%	
08	GRIEGO, KATRINA R	2BR	02/01/23	154	0	539	0	693	693	885	0	1	30%	
09	VACANT - 11/30/2022	1BR		0	0	0	577	577	577	760	0	1	0%	VAC-
10	VACANT - 10/02/2022	1BR		0	0	0	577	577	577	760	0	1	0%	VAC-
11	SISNEROS, STARLING	1BR	08/01/23	0	26	603	0	577	577	760	0	1	30%	
12	VACANT - 12/31/2021	1BR		0	0	0	577	577	577	760	0	1	0%	VAC-
13	ZOLLER, JOB	1BR	11/01/23	0	11	588	0	577	577	760	0	1	30%	
14	NARANJO, JENNIFER	1BR	10/01/23	0	33	610	0	577	577	760	0	1	30%	
15	TALAMANTE, JAN	1BR	07/01/23	34	0	543	0	577	577	760	0	1	30%	
16	SANCHEZ, ALICE	1BR	06/01/23	126	0	451	0	577	577	760	0	1	30%	
17	DIXON, DINO	1BR	02/01/23	222	0	355	0	577	577	760	0	1	30%	
18	TRUJILLO, SUSIE	1BR	11/01/23	12	0	565	0	577	577	760	0	1	30%	
19	VACANT - 10/31/2022	1BR		0	0	0	577	577	577	760	0	1	0%	VAC-
20	DIAS, DOLORES	1BR	07/01/23	121	0	456	0	577	577	760	0	1	30%	
21	PENA, MONICA	1BR	04/01/23	4	0	573	0	577	577	760	0	1	30%	
22	VACANT - 02/21/2022	1BR		0	0	0	577	577	577	760	0	1	0%	VAC-
23	BARVOZA, VIRGINA	1BR	01/01/23	171	0	406	0	577	577	760	0	1	30%	
24	GARCIA, EMILO	1BR	09/01/23	0	11	588	0	577	577	760	0	1	30%	
25	BARELA, DENNIS	1BR	03/01/23	171	0	406	0	577	577	760	0	1	30%	
26	MADRID, ANDREW	2BR	08/01/23	47	0	646	0	693	693	885	0	1	30%	
27	GURULE, SHIRLEY	2BR	10/01/23	263	0	430	0	693	693	885	0	1	30%	
28	GONZALES, KAYLA	2BR	08/01/23	57	0	636	0	693	693	885	0	1	30%	
29	SALAZAR, RACHEL	2BR	07/01/23	160	0	533	0	693	693	885	0	1	30%	
30	LOPEZ, JENNIFER	2BR	11/01/23	32	0	661	0	693	693	885	0	1	30%	
31	VELARDE, PETRA	2BR	05/01/23	286	0	407	0	693	693	885	0	1	30%	
32	STEWART, ADAM	2BR	11/01/23	80	0	613	0	693	693	885	0	1	30%	
33	PEREA, PATRICK	2BR	01/01/23	154	0	539	0	693	693	885	0	1	30%	
34	VACANT - 12/31/2021	3BR		0	0	0	898	898	898	1,070	0	1	0%	VAC-
35	ARCHULETA, DARLENE	2BR	06/01/23	160	0	533	0	693	693	885	0	1	30%	
36	VACANT - 11/29/2022	2BR		0	0	0	693	693	693	885	0	1	0%	VAC-
37	CHACON, HEATHER	3BR	11/01/23	0	9	907	0	898	898	1,070	0	1	30%	
38	VACANT - 07/29/2022	2BR		0	0	0	693	693	693	885	0	1	0%	VAC-
39	(MANG), ROMERO JUDY	2BR	10/26/10	0	0	0	0	0	693	885	0	1	100%	LSE-N/RA-INC-RN
40	MONDRAGON, LARRY	3BR	12/01/23	208	0	690	0	898	898	1,070	0	1	30%	
41	APODACA, ISMAEL	2BR	10/01/23	120	0	573	0	693	693	885	0	1	30%	
42	LUJAN, MARY	2BR	01/01/23	154	0	539	0	693	693	885	0	1	30%	
43	LOPEZ, GRACE	3BR	08/01/23	0	7	905	0	898	898	1,070	0	1	30%	
44	MARTINEZ, TAMARA	3BR	11/01/23	0	4	902	0	898	898	1,070	0	1	30%	
45	SANCHEZ, CARRIE ANN	2BR	02/01/23	25	0	668	0	693	693	885	0	1	30%	
46	CORRAL BEQUET, MARIA	3BR	12/01/23	244	0	654	0	898	898	1,070	0	1	30%	
47	MARTINEZ, RAELYNE	2BR	11/01/23	2	0	691	0	693	693	885	0	1	30%	
48	CHAVEZ, GUADALUPE	2BR	08/01/23	409	0	284	0	693	693	885	0	1	30%	
49	APODACA, KARINA	3BR	10/01/23	0	24	922	0	898	898	1,070	0	1	30%	

Totals 4,304 138 22,699 5,862 32,727 33,420 42,535 0

48 Total RD R/A Units Allowable

39 RD R/A Units In Use

9 RD R/A Units Available

## RD Tenant / Rent Analysis

( As of ) Report Date : 01/01/2023

03/12/2025

09:08 AM

La Vista Del Rio Apartments  
566 Turner Lane  
Sheridan, WY 82801

Page 1 of 1

Unit No.	Tenant Name	Size	Lease	Tenant					Unit				GTC%	Analysis
				Rent	- U/R	+ R/A + Vacant	= Total	Basic	Note	HUD RA #				
01	MARTINEZ, DESSEREE	2BR	05/01/23	302	0	493	0	795	795	965	0	1	30%	VAC-
02	VACANT - 03/31/2022	2BR		0	0	0	795	795	795	965	0	1	0%	
03	RODRIGUEZ, VERONICA	2BR	12/01/23	161	0	634	0	795	795	965	0	1	30%	
04	BARELA, ISAAC	2BR	06/01/23	0	19	814	0	795	795	965	0	1	30%	
05	GREATHOUSE, ANDREA	2BR	12/01/23	124	0	671	0	795	795	965	0	1	30%	
06	CORDOVA, CHRISTELLA	2BR	09/01/23	255	0	540	0	795	795	965	0	1	30%	
07	HERNANDEZ, DANIELA	2BR	02/01/23	16	0	779	0	795	795	965	0	1	30%	
08	GRIEGO, KATRINA R	2BR	02/01/23	148	0	647	0	795	795	965	0	1	30%	
09	VACANT - 11/30/2022	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
10	VACANT - 10/02/2022	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
11	SISNEROS, STARLING	1BR	08/01/23	0	28	707	0	679	679	840	0	1	30%	
12	VACANT - 12/31/2021	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
13	ZOLLER, JOB	1BR	11/01/23	0	13	692	0	679	679	840	0	1	30%	
14	NARANJO, JENNIFER	1BR	10/01/23	0	35	714	0	679	679	840	0	1	30%	
15	TALAMANTE, JAN	1BR	07/01/23	32	0	647	0	679	679	840	0	1	30%	
16	SANCHEZ, ALICE	1BR	06/01/23	124	0	555	0	679	679	840	0	1	30%	
17	DIXON, DINO	1BR	02/01/23	220	0	459	0	679	679	840	0	1	30%	
18	TRUJILLO, SUSIE	1BR	11/01/23	10	0	669	0	679	679	840	0	1	30%	
19	VACANT - 10/31/2022	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
20	DIAS, DOLORES	1BR	07/01/23	119	0	560	0	679	679	840	0	1	30%	
21	PENA, MONICA	1BR	04/01/23	2	0	677	0	679	679	840	0	1	30%	
22	VACANT - 02/21/2022	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
23	BARVOZA, VIRGINA	1BR	01/01/24	191	0	488	0	679	679	840	0	1	30%	
24	GARCIA, EMILO	1BR	09/01/23	0	13	692	0	679	679	840	0	1	30%	
25	BARELA, DENNIS	1BR	03/01/23	169	0	510	0	679	679	840	0	1	30%	
26	MADRID, ANDREW	2BR	08/01/23	41	0	754	0	795	795	965	0	1	30%	
27	GURULE, SHIRLEY	2BR	10/01/23	257	0	538	0	795	795	965	0	1	30%	
28	GONZALES, KAYLA	2BR	08/01/23	51	0	744	0	795	795	965	0	1	30%	
29	SALAZAR, RACHEL	2BR	07/01/23	154	0	641	0	795	795	965	0	1	30%	
30	LOPEZ, JENNIFER	2BR	11/01/23	26	0	769	0	795	795	965	0	1	30%	
31	VELARDE, PETRA	2BR	05/01/23	280	0	515	0	795	795	965	0	1	30%	
32	STEWART, ADAM	2BR	11/01/23	74	0	721	0	795	795	965	0	1	30%	
33	PEREA, PATRICK	2BR	01/01/24	170	0	625	0	795	795	965	0	1	30%	
34	VACANT - 12/31/2021	3BR		0	0	0	1,000	1,000	1,000	1,175	0	1	0%	VAC-
35	ARCHULETA, DARLENE	2BR	06/01/23	154	0	641	0	795	795	965	0	1	30%	
36	VACANT - 11/29/2022	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
37	CHACON, HEATHER	3BR	11/01/23	0	17	1,017	0	1,000	1,000	1,175	0	1	30%	
38	ROMERO, LORENZA	2BR	12/01/23	146	0	649	0	795	795	965	0	1	30%	
39	(MANG), ROMERO JUDY	2BR	10/26/10	0	0	0	0	0	795	965	0	1	100%	LSE-N/RA-INC-RN
40	MONDRAGON, LARRY	3BR	12/01/23	200	0	800	0	1,000	1,000	1,175	0	1	30%	
41	APODACA, ISMAEL	2BR	10/01/23	114	0	681	0	795	795	965	0	1	30%	
42	LUJAN, MARY	2BR	01/01/24	170	0	625	0	795	795	965	0	1	30%	
43	LOPEZ, GRACE	3BR	08/01/23	0	15	1,015	0	1,000	1,000	1,175	0	1	30%	
44	MARTINEZ, TAMARA	3BR	11/01/23	0	12	1,012	0	1,000	1,000	1,175	0	1	30%	
45	SANCHEZ, CARRIE ANN	2BR	02/01/23	19	0	776	0	795	795	965	0	1	30%	
46	CORRAL BEQUET, MARIA	3BR	12/01/23	236	0	764	0	1,000	1,000	1,175	0	1	30%	
47	MARTINEZ, RAELYNE	2BR	11/01/23	0	4	799	0	795	795	965	0	1	30%	
48	CHAVEZ, GUADALUPE	2BR	08/01/23	403	0	392	0	795	795	965	0	1	30%	
49	APODACA, KARINA	3BR	10/01/23	0	32	1,032	0	1,000	1,000	1,175	0	1	30%	

Totals 4,368 188 27,458 5,985 37,623 38,418 46,630 0

48 Total RD R/A Units Allowable

40 RD R/A Units In Use

8 RD R/A Units Available

## RD Tenant / Rent Analysis

( As of ) Report Date : 02/01/2023

03/12/2025

09:08 AM

La Vista Del Rio Apartments  
566 Turner Lane  
Sheridan, WY 82801

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Unit No.	Tenant Name	Size	Lease	Tenant					Unit				GTC%	Analysis
				Rent	- U/R	+ R/A	+ Vacant	= Total	Basic	Note	HUD	RA #		
01	MARTINEZ, DESSEREE	2BR	05/01/23	302	0	493	0	795	795	965	0	1	30%	
02	VACANT - 03/31/2022	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
03	RODRIGUEZ, VERONICA	2BR	12/01/23	161	0	634	0	795	795	965	0	1	30%	
04	BARELA, ISAAC	2BR	06/01/23	0	19	814	0	795	795	965	0	1	30%	
05	GREATHOUSE, ANDREA	2BR	12/01/23	124	0	671	0	795	795	965	0	1	30%	
06	CORDOVA, CHRISTELLA	2BR	09/01/23	255	0	540	0	795	795	965	0	1	30%	
07	VACANT - 01/31/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
08	GRIEGO, KATRINA R	2BR	02/01/24	170	0	625	0	795	795	965	0	1	30%	
09	VACANT - 11/30/2022	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
10	VACANT - 10/02/2022	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
11	SISNEROS, STARLING	1BR	08/01/23	0	28	707	0	679	679	840	0	1	30%	
12	VACANT - 12/31/2021	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
13	VACANT - 01/30/2023	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
14	NARANJO, JENNIFER	1BR	10/01/23	0	35	714	0	679	679	840	0	1	30%	
15	TALAMANTE, JAN	1BR	07/01/23	32	0	647	0	679	679	840	0	1	30%	
16	SANCHEZ, ALICE	1BR	06/01/23	124	0	555	0	679	679	840	0	1	30%	
17	DIXON, DINO	1BR	02/01/24	247	0	432	0	679	679	840	0	1	30%	
18	TRUJILLO, SUSIE	1BR	11/01/23	10	0	669	0	679	679	840	0	1	30%	
19	VACANT - 10/31/2022	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
20	DIAS, DOLORES	1BR	07/01/23	119	0	560	0	679	679	840	0	1	30%	
21	PENA, MONICA	1BR	04/01/23	2	0	677	0	679	679	840	0	1	30%	
22	VACANT - 02/21/2022	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
23	BARVOZA, VIRGINA	1BR	01/01/24	191	0	488	0	679	679	840	0	1	30%	
24	GARCIA, EMILO	1BR	09/01/23	0	13	692	0	679	679	840	0	1	30%	
25	BARELA, DENNIS	1BR	03/01/23	169	0	510	0	679	679	840	0	1	30%	
26	MADRID, ANDREW	2BR	08/01/23	41	0	754	0	795	795	965	0	1	30%	
27	GURULE, SHIRLEY	2BR	10/01/23	257	0	538	0	795	795	965	0	1	30%	
28	GONZALES, KAYLA	2BR	08/01/23	51	0	744	0	795	795	965	0	1	30%	
29	SALAZAR, RACHEL	2BR	07/01/23	154	0	641	0	795	795	965	0	1	30%	
30	LOPEZ, JENNIFER	2BR	11/01/23	26	0	769	0	795	795	965	0	1	30%	
31	VELARDE, PETRA	2BR	05/01/23	280	0	515	0	795	795	965	0	1	30%	
32	STEWART, ADAM	2BR	11/01/23	74	0	721	0	795	795	965	0	1	30%	
33	PEREA, PATRICK	2BR	01/01/24	170	0	625	0	795	795	965	0	1	30%	
34	VACANT - 12/31/2021	3BR		0	0	0	1,000	1,000	1,000	1,175	0	1	0%	VAC-
35	ARCHULETA, DARLENE	2BR	06/01/23	154	0	641	0	795	795	965	0	1	30%	
36	VACANT - 11/29/2022	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
37	CHACON, HEATHER	3BR	11/01/23	0	17	1,017	0	1,000	1,000	1,175	0	1	30%	
38	ROMERO, LORENZA	2BR	12/01/23	146	0	649	0	795	795	965	0	1	30%	
39	VACANT - 01/31/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
40	MONDRAGON, LARRY	3BR	12/01/23	200	0	800	0	1,000	1,000	1,175	0	1	30%	
41	APODACA, ISMAEL	2BR	10/01/23	114	0	681	0	795	795	965	0	1	30%	
42	LUJAN, MARY	2BR	01/01/24	170	0	625	0	795	795	965	0	1	30%	
43	LOPEZ, GRACE	3BR	08/01/23	0	15	1,015	0	1,000	1,000	1,175	0	1	30%	
44	MARTINEZ, TAMARA	3BR	11/01/23	0	12	1,012	0	1,000	1,000	1,175	0	1	30%	
45	SANCHEZ, CARRIE ANN	2BR	02/01/24	63	0	732	0	795	795	965	0	1	30%	
46	CORRAL BEQUET, MARIA	3BR	12/01/23	236	0	764	0	1,000	1,000	1,175	0	1	30%	
47	MARTINEZ, RAE LYNE	2BR	11/01/23	0	4	799	0	795	795	965	0	1	30%	
48	CHAVEZ, GUADALUPE	2BR	08/01/23	403	0	392	0	795	795	965	0	1	30%	
49	APODACA, KARINA	3BR	10/01/23	0	32	1,032	0	1,000	1,000	1,175	0	1	30%	
Totals				4,445	175	25,894	8,254	38,418	38,418	46,630	0			

48 Total RD R/A Units Allowable

38 RD R/A Units In Use

10 RD R/A Units Available

## RD Tenant / Rent Analysis

( As of ) Report Date : 03/01/2023

03/12/2025

09:08 AM

La Vista Del Rio Apartments  
566 Turner Lane  
Sheridan, WY 82801

Page 1 of 1

Unit No.	Tenant Name	Size	Lease	Tenant					Unit				GTC%	Analysis
				Rent	- U/R	+ R/A	+ Vacant	= Total	Basic	Note	HUD RA #			
01	MARTINEZ, DESSEREE	2BR	05/01/23	302	0	493	0	795	795	965	0	1	30%	VAC-
02	VACANT - 03/31/2022	2BR		0	0	0	795	795	795	965	0	1	0%	
03	RODRIGUEZ, VERONICA	2BR	12/01/23	161	0	634	0	795	795	965	0	1	30%	
04	BARELA, ISAAC	2BR	06/01/23	0	19	814	0	795	795	965	0	1	30%	VAC-
05	GREATHOUSE, ANDREA	2BR	12/01/23	124	0	671	0	795	795	965	0	1	30%	
06	CORDOVA, CHRISTELLA	2BR	03/01/24	19	0	776	0	795	795	965	0	1	30%	
07	VACANT - 01/31/2023	2BR		0	0	0	795	795	795	965	0	1	0%	
08	GRIEGO, KATRINA R	2BR	02/01/24	170	0	625	0	795	795	965	0	1	30%	VAC-
09	VACANT - 11/30/2022	1BR		0	0	0	679	679	679	840	0	1	0%	
10	VACANT - 10/02/2022	1BR		0	0	0	679	679	679	840	0	1	0%	
11	SISNEROS, STARLING	1BR	08/01/23	0	28	707	0	679	679	840	0	1	30%	VAC-
12	VACANT - 12/31/2021	1BR		0	0	0	679	679	679	840	0	1	0%	
13	VACANT - 01/30/2023	1BR		0	0	0	679	679	679	840	0	1	0%	
14	NARANJO, JENNIFER	1BR	10/01/23	0	35	714	0	679	679	840	0	1	30%	VAC-
15	TALAMANTE, JAN	1BR	07/01/23	32	0	647	0	679	679	840	0	1	30%	
16	SANCHEZ, ALICE	1BR	06/01/23	124	0	555	0	679	679	840	0	1	30%	
17	DIXON, DINO	1BR	02/01/24	247	0	432	0	679	679	840	0	1	30%	VAC-
18	TRUJILLO, SUSIE	1BR	11/01/23	10	0	669	0	679	679	840	0	1	30%	
19	VACANT - 10/31/2022	1BR		0	0	0	679	679	679	840	0	1	0%	
20	DIAS, DOLORES	1BR	07/01/23	119	0	560	0	679	679	840	0	1	30%	VAC-
21	PENA, MONICA	1BR	04/01/23	2	0	677	0	679	679	840	0	1	30%	
22	VACANT - 02/21/2022	1BR		0	0	0	679	679	679	840	0	1	0%	
23	BARVOZA, VIRGINA	1BR	01/01/24	191	0	488	0	679	679	840	0	1	30%	VAC-
24	GARCIA, EMILO	1BR	09/01/23	0	13	692	0	679	679	840	0	1	30%	
25	VACANT - 02/28/2023	1BR		0	0	0	679	679	679	840	0	1	0%	
26	MADRID, ANDREW	2BR	08/01/23	41	0	754	0	795	795	965	0	1	30%	VAC-
27	GURULE, SHIRLEY	2BR	10/01/23	257	0	538	0	795	795	965	0	1	30%	
28	GONZALES, KAYLA	2BR	08/01/23	51	0	744	0	795	795	965	0	1	30%	
29	VACANT - 02/14/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
30	LOPEZ, JENNIFER	2BR	11/01/23	26	0	769	0	795	795	965	0	1	30%	
31	VELARDE, PETRA	2BR	05/01/23	280	0	515	0	795	795	965	0	1	30%	
32	STEWART, ADAM	2BR	11/01/23	74	0	721	0	795	795	965	0	1	30%	VAC-
33	PEREA, PATRICK	2BR	01/01/24	170	0	625	0	795	795	965	0	1	30%	
34	VACANT - 12/31/2021	3BR		0	0	0	1,000	1,000	1,000	1,175	0	1	0%	
35	ARCHULETA, DARLENE	2BR	06/01/23	154	0	641	0	795	795	965	0	1	30%	VAC-
36	VACANT - 11/29/2022	2BR		0	0	0	795	795	795	965	0	1	0%	
37	CHACON, HEATHER	3BR	11/01/23	0	17	1,017	0	1,000	1,000	1,175	0	1	30%	
38	ROMERO, LORENZA	2BR	12/01/23	146	0	649	0	795	795	965	0	1	30%	VAC-
39	VACANT - 01/31/2023	2BR		0	0	0	795	795	795	965	0	1	0%	
40	MONDRAGON, LARRY	3BR	12/01/23	200	0	800	0	1,000	1,000	1,175	0	1	30%	
41	APODACA, ISMAEL	2BR	10/01/23	114	0	681	0	795	795	965	0	1	30%	VAC-
42	LUJAN, MARY	2BR	01/01/24	170	0	625	0	795	795	965	0	1	30%	
43	LOPEZ, GRACE	3BR	08/01/23	0	15	1,015	0	1,000	1,000	1,175	0	1	30%	
44	VACANT - 02/06/2023	3BR		0	0	0	1,000	1,000	1,000	1,175	0	1	0%	VAC-
45	SANCHEZ, CARRIE ANN	2BR	02/01/24	63	0	732	0	795	795	965	0	1	30%	
46	CORRAL BEQUET, MARIA	3BR	12/01/23	236	0	764	0	1,000	1,000	1,175	0	1	30%	
47	MARTINEZ, RAELYNE	2BR	11/01/23	0	4	799	0	795	795	965	0	1	30%	VAC-
48	CHAVEZ, GUADALUPE	2BR	08/01/23	403	0	392	0	795	795	965	0	1	30%	
49	APODACA, KARINA	3BR	10/01/23	0	32	1,032	0	1,000	1,000	1,175	0	1	30%	

48 Total RD R/A Units Allowable

35 RD R/A Units In Use

13 RD R/A Units Available

Unit No.	Tenant Name	Size	Lease	Tenant					Unit				GTC%	Analysis
				Rent	- U/R	+ R/A	+ Vacant	= Total	Basic	Note	HUD RA #			
01	MARTINEZ, DESSEREE	2BR	05/01/23	302	0	493	0	795	795	965	0	1	30%	
02	VACANT - 03/31/2022	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
03	VACANT - 03/31/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
04	BARELA, ISAAC	2BR	06/01/23	0	19	814	0	795	795	965	0	1	30%	
05	GREATHOUSE, ANDREA	2BR	12/01/23	124	0	671	0	795	795	965	0	1	30%	
06	CORDOVA, CHRISTELLA	2BR	03/01/24	19	0	776	0	795	795	965	0	1	30%	
07	VACANT - 01/31/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
08	GRIEGO, KATRINA R	2BR	02/01/24	170	0	625	0	795	795	965	0	1	30%	
09	VACANT - 11/30/2022	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
10	VACANT - 10/02/2022	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
11	SISNEROS, STARLING	1BR	08/01/23	0	28	707	0	679	679	840	0	1	30%	
12	VACANT - 12/31/2021	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
13	TRUJILLO, RAYMOND	1BR	03/01/24	145	0	534	0	679	679	840	0	1	30%	
14	NARANJO, JENNIFER	1BR	10/01/23	0	35	714	0	679	679	840	0	1	30%	
15	TALAMANTE, JAN	1BR	07/01/23	32	0	647	0	679	679	840	0	1	30%	
16	SANCHEZ, ALICE	1BR	06/01/23	124	0	555	0	679	679	840	0	1	30%	
17	VACANT - 03/31/2023	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
18	TRUJILLO, SUSIE	1BR	11/01/23	10	0	669	0	679	679	840	0	1	30%	
19	VACANT - 10/31/2022	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
20	DIAS, DOLORES	1BR	07/01/23	119	0	560	0	679	679	840	0	1	30%	
21	PENA, MONICA	1BR	04/01/24	152	0	527	0	679	679	840	0	1	30%	
22	VACANT - 02/21/2022	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
23	VACANT - 03/02/2023	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
24	GARCIA, EMILO	1BR	09/01/23	0	13	692	0	679	679	840	0	1	30%	
25	VACANT - 02/28/2023	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
26	MADRID, ANDREW	2BR	08/01/23	41	0	754	0	795	795	965	0	1	30%	
27	VACANT - 03/31/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
28	GONZALES, KAYLA	2BR	08/01/23	51	0	744	0	795	795	965	0	1	30%	
29	VACANT - 02/14/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
30	LOPEZ, JENNIFER	2BR	11/01/23	26	0	769	0	795	795	965	0	1	30%	
31	VELARDE, PETRA	2BR	05/01/23	280	0	515	0	795	795	965	0	1	30%	
32	STEWART, ADAM	2BR	11/01/23	74	0	721	0	795	795	965	0	1	30%	
33	PEREA, PATRICK	2BR	01/01/24	170	0	625	0	795	795	965	0	1	30%	
34	VACANT - 12/31/2021	3BR		0	0	0	1,000	1,000	1,000	1,175	0	1	0%	VAC-
35	ARCHULETA, DARLENE	2BR	06/01/23	154	0	641	0	795	795	965	0	1	30%	
36	VACANT - 11/29/2022	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
37	CHACON, HEATHER	3BR	11/01/23	0	17	1,017	0	1,000	1,000	1,175	0	1	30%	
38	ROMERO, LORENZA	2BR	12/01/23	146	0	649	0	795	795	965	0	1	30%	
39	VACANT - 01/31/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
40	MONDRAGON, LARRY	3BR	12/01/23	200	0	800	0	1,000	1,000	1,175	0	1	30%	
41	VACANT - 03/31/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
42	LUJAN, MARY	2BR	01/01/24	170	0	625	0	795	795	965	0	1	30%	
43	LOPEZ, GRACE	3BR	08/01/23	0	15	1,015	0	1,000	1,000	1,175	0	1	30%	
44	VACANT - 02/06/2023	3BR		0	0	0	1,000	1,000	1,000	1,175	0	1	0%	VAC-
45	SANCHEZ, CARRIE ANN	2BR	02/01/24	63	0	732	0	795	795	965	0	1	30%	
46	CORRAL BEQUET, MARIA	3BR	12/01/23	236	0	764	0	1,000	1,000	1,175	0	1	30%	
47	MARTINEZ, RAELYNE	2BR	11/01/23	0	4	799	0	795	795	965	0	1	30%	
48	CHAVEZ, GUADALUPE	2BR	08/01/23	403	0	392	0	795	795	965	0	1	30%	
49	APODACA, KARINA	3BR	10/01/23	0	32	1,032	0	1,000	1,000	1,175	0	1	30%	
48	Total RD R/A Units Allowable		Totals	3,211	163	21,578	13,792	38,418	38,418	46,630	0			
31	RD R/A Units In Use													
17	RD R/A Units Available													

Unit No.	Tenant Name	Size	Lease	Tenant					Unit				GTC%	Analysis
				Rent	- U/R	+ R/A	+ Vacant	= Total	Basic	Note	HUD RA #			
01	MARTINEZ, DESSEREE	2BR	05/01/24	259	0	536	0	795	795	965	0	1	30%	
02	VACANT - 03/31/2022	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
03	VACANT - 03/31/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
04	BARELA, ISAAC	2BR	06/01/23	0	19	814	0	795	795	965	0	1	30%	
05	VACANT - 04/26/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
06	CORDOVA, CHRISTELLA	2BR	03/01/24	19	0	776	0	795	795	965	0	1	30%	
07	VACANT - 01/31/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
08	GRIEGO, KATRINA R	2BR	02/01/24	170	0	625	0	795	795	965	0	1	30%	
09	VACANT - 11/30/2022	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
10	VACANT - 10/02/2022	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
11	SISNEROS, STARLING	1BR	08/01/23	0	28	707	0	679	679	840	0	1	30%	
12	VACANT - 12/31/2021	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
13	TRUJILLO, RAYMOND	1BR	03/01/24	145	0	534	0	679	679	840	0	1	30%	
14	NARANJO, JENNIFER	1BR	10/01/23	0	35	714	0	679	679	840	0	1	30%	
15	TALAMANTE, JAN	1BR	07/01/23	32	0	647	0	679	679	840	0	1	30%	
16	VACANT - 04/26/2023	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
17	VACANT - 03/31/2023	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
18	TRUJILLO, SUSIE	1BR	11/01/23	10	0	669	0	679	679	840	0	1	30%	
19	VACANT - 10/31/2022	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
20	DIAS, DOLORES	1BR	07/01/23	119	0	560	0	679	679	840	0	1	30%	
21	PENA, MONICA	1BR	04/01/24	152	0	527	0	679	679	840	0	1	30%	
22	VACANT - 02/21/2022	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
23	VACANT - 03/02/2023	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
24	GARCIA, EMILO	1BR	09/01/23	0	13	692	0	679	679	840	0	1	30%	
25	VACANT - 02/28/2023	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
26	MADRID, ANDREW	2BR	08/01/23	41	0	754	0	795	795	965	0	1	30%	
27	VACANT - 03/31/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
28	GONZALES, KAYLA	2BR	08/01/23	51	0	744	0	795	795	965	0	1	30%	
29	VACANT - 02/14/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
30	VACANT - 04/26/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
31	VELARDE, PETRA	2BR	05/01/24	28	0	767	0	795	795	965	0	1	30%	
32	VACANT - 04/26/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
33	VACANT - 04/26/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
34	VACANT - 12/31/2021	3BR		0	0	0	1,000	1,000	1,000	1,175	0	1	0%	VAC-
35	ARCHULETA, DARLENE	2BR	06/01/23	154	0	641	0	795	795	965	0	1	30%	
36	VACANT - 11/29/2022	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
37	CHACON, HEATHER	3BR	11/01/23	0	17	1,017	0	1,000	1,000	1,175	0	1	30%	
38	ROMERO, LORENZA	2BR	12/01/23	146	0	649	0	795	795	965	0	1	30%	
39	VACANT - 01/31/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
40	MONDRAGON, LARRY	3BR	12/01/23	200	0	800	0	1,000	1,000	1,175	0	1	30%	
41	VACANT - 03/31/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
42	LUJAN, MARY	2BR	01/01/24	170	0	625	0	795	795	965	0	1	30%	
43	LOPEZ, GRACE	3BR	08/01/23	0	15	1,015	0	1,000	1,000	1,175	0	1	30%	
44	VACANT - 02/06/2023	3BR		0	0	0	1,000	1,000	1,000	1,175	0	1	0%	VAC-
45	SANCHEZ, CARRIE ANN	2BR	02/01/24	63	0	732	0	795	795	965	0	1	30%	
46	CORRAL BEQUET, MARIA	3BR	12/01/23	236	0	764	0	1,000	1,000	1,175	0	1	30%	
47	MARTINEZ, RAELYNE	2BR	11/01/23	0	4	799	0	795	795	965	0	1	30%	
48	CHAVEZ, GUADALUPE	2BR	08/01/23	403	0	392	0	795	795	965	0	1	30%	
49	VACANT - 04/26/2023	3BR		0	0	0	1,000	1,000	1,000	1,175	0	1	0%	VAC-
Totals				2,398	131	17,500	18,651	38,418	38,418	46,630	0			
48 Total RD R/A Units Allowable														
25 RD R/A Units In Use														
23 RD R/A Units Available														

## RD Tenant / Rent Analysis

( As of ) Report Date : 06/01/2023

03/12/2025

09:08 AM

La Vista Del Rio Apartments  
566 Turner Lane  
Sheridan, WY 82801

Page 1 of 1

Unit No.	Tenant Name	Size	Lease	Tenant					Unit				GTC%	Analysis
				Rent	- U/R	+ R/A	+ Vacant	= Total	Basic	Note	HUD RA #			
01	MARTINEZ, DESSEREE	2BR	05/01/24	259	0	536	0	795	795	965	0	1	30%	
02	VACANT - 03/31/2022	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
03	VACANT - 03/31/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
04	VACANT - 05/31/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
05	VACANT - 04/26/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
06	CORDOVA, CHRISTELLA	2BR	03/01/24	19	0	776	0	795	795	965	0	1	30%	
07	VACANT - 01/31/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
08	GRIEGO, KATRINA R	2BR	02/01/24	170	0	625	0	795	795	965	0	1	30%	
09	VACANT - 11/30/2022	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
10	VACANT - 10/02/2022	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
11	SISNEROS, STARLING	1BR	08/01/23	0	28	707	0	679	679	840	0	1	30%	
12	VACANT - 12/31/2021	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
13	TRUJILLO, RAYMOND	1BR	03/01/24	145	0	534	0	679	679	840	0	1	30%	
14	NARANJO, JENNIFER	1BR	10/01/23	0	35	714	0	679	679	840	0	1	30%	
15	TALAMANTE, JAN	1BR	07/01/23	32	0	647	0	679	679	840	0	1	30%	
16	VACANT - 04/26/2023	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
17	VACANT - 03/31/2023	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
18	TRUJILLO, SUSIE	1BR	11/01/23	10	0	669	0	679	679	840	0	1	30%	
19	VACANT - 10/31/2022	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
20	DIAS, DOLORES	1BR	07/01/23	119	0	560	0	679	679	840	0	1	30%	
21	PENA, MONICA	1BR	04/01/24	152	0	527	0	679	679	840	0	1	30%	
22	VACANT - 02/21/2022	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
23	VACANT - 03/02/2023	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
24	GARCIA, EMILO	1BR	09/01/23	0	13	692	0	679	679	840	0	1	30%	
25	VACANT - 02/28/2023	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
26	MADRID, ANDREW	2BR	08/01/23	41	0	754	0	795	795	965	0	1	30%	
27	VACANT - 03/31/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
28	GONZALES, KAYLA	2BR	08/01/23	51	0	744	0	795	795	965	0	1	30%	
29	VACANT - 02/14/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
30	VACANT - 04/26/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
31	VELARDE, PETRA	2BR	05/01/24	28	0	767	0	795	795	965	0	1	30%	
32	VACANT - 04/26/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
33	VACANT - 04/26/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
34	VACANT - 12/31/2021	3BR		0	0	0	1,000	1,000	1,000	1,175	0	1	0%	VAC-
35	ARCHULETA, DARLENE	2BR	06/01/24	161	0	634	0	795	795	965	0	1	30%	
36	VACANT - 11/29/2022	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
37	CHACON, HEATHER	3BR	11/01/23	0	17	1,017	0	1,000	1,000	1,175	0	1	30%	
38	ROMERO, LORENZA	2BR	12/01/23	146	0	649	0	795	795	965	0	1	30%	
39	VACANT - 01/31/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
40	MONDRAGON, LARRY	3BR	12/01/23	200	0	800	0	1,000	1,000	1,175	0	1	30%	
41	VACANT - 03/31/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
42	LUJAN, MARY	2BR	01/01/24	170	0	625	0	795	795	965	0	1	30%	
43	LOPEZ, GRACE	3BR	08/01/23	0	15	1,015	0	1,000	1,000	1,175	0	1	30%	
44	VACANT - 02/06/2023	3BR		0	0	0	1,000	1,000	1,000	1,175	0	1	0%	VAC-
45	SANCHEZ, CARRIE ANN	2BR	02/01/24	63	0	732	0	795	795	965	0	1	30%	
46	CORRAL BEQUET, MARIA	3BR	12/01/23	236	0	764	0	1,000	1,000	1,175	0	1	30%	
47	VACANT - 05/22/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
48	CHAVEZ, GUADALUPE	2BR	08/01/23	403	0	392	0	795	795	965	0	1	30%	
49	VACANT - 04/26/2023	3BR		0	0	0	1,000	1,000	1,000	1,175	0	1	0%	VAC-
Totals				2,405	108	15,880	20,241	38,418	38,418	46,630	0			
48 Total RD R/A Units Allowable														
23 RD R/A Units In Use														
25 RD R/A Units Available														

24 RD R/A Units Available

24 RD R/A Units Available

Unit No.	Tenant Name	Size	Lease	Tenant					Unit				GTC%	Analysis
				Rent	U/R	+	R/A + Vacant	= Total	Basic	Note	HUD RA #			
01	MARTINEZ, DESSEREE	2BR	05/01/24	259	0	536	0	795	795	965	0	1	30%	
02	VACANT - 03/31/2022	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
03	VACANT - 03/31/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
04	VACANT - 05/31/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
05	VACANT - 04/26/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
06	CORDOVA, CHRISTELLA	2BR	09/01/24	0	19	814	0	795	795	965	0	1	30%	
07	VACANT - 01/31/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
08	GRIEGO, KATRINA R	2BR	02/01/24	170	0	625	0	795	795	965	0	1	30%	
09	VACANT - 11/30/2022	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
10	VACANT - 10/02/2022	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
11	VACANT - 08/24/2023	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
12	VACANT - 12/31/2021	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
13	TRUJILLO, RAYMOND	1BR	03/01/24	145	0	534	0	679	679	840	0	1	30%	
14	NARANJO, JENNIFER	1BR	10/01/23	0	35	714	0	679	679	840	0	1	30%	
15	TALAMANTE, JAN	1BR	07/01/24	32	0	647	0	679	679	840	0	1	30%	
16	VACANT - 04/26/2023	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
17	VACANT - 03/31/2023	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
18	TRUJILLO, SUSIE	1BR	11/01/23	10	0	669	0	679	679	840	0	1	30%	
19	VACANT - 10/31/2022	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
20	DIAS, DOLORES	1BR	07/01/24	264	0	415	0	679	679	840	0	1	30%	
21	PENA, MONICA	1BR	04/01/24	152	0	527	0	679	679	840	0	1	30%	
22	VACANT - 02/21/2022	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
23	MARTINEZ, PEDRO C	1BR	07/01/24	348	0	331	0	679	679	840	0	1	30%	
24	GARCIA, EMILO	1BR	09/01/24	7	0	672	0	679	679	840	0	1	30%	
25	VACANT - 02/28/2023	1BR		0	0	0	679	679	679	840	0	1	0%	VAC-
26	MADRID, ANDREW	2BR	08/01/24	41	0	754	0	795	795	965	0	1	30%	
27	VACANT - 03/31/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
28	GONZALES, KAYLA	2BR	08/01/24	60	0	735	0	795	795	965	0	1	30%	
29	VACANT - 02/14/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
30	VACANT - 04/26/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
31	VELARDE, PETRA	2BR	05/01/24	28	0	767	0	795	795	965	0	1	30%	
32	VACANT - 04/26/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
33	VACANT - 04/26/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
34	VACANT - 12/31/2021	3BR		0	0	0	1,000	1,000	1,000	1,175	0	1	0%	VAC-
35	ARCHULETA, DARLENE	2BR	06/01/24	161	0	634	0	795	795	965	0	1	30%	
36	VACANT - 11/29/2022	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
37	VACANT - 08/29/2023	3BR		0	0	0	1,000	1,000	1,000	1,175	0	1	0%	VAC-
38	ROMERO, LORENZA	2BR	12/01/23	146	0	649	0	795	795	965	0	1	30%	
39	VACANT - 01/31/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
40	MONDRAGON, LARRY	3BR	12/01/23	200	0	800	0	1,000	1,000	1,175	0	1	30%	
41	VACANT - 03/31/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
42	LUJAN, MARY	2BR	01/01/24	170	0	625	0	795	795	965	0	1	30%	
43	LOPEZ, GRACE	3BR	08/01/24	10	0	990	0	1,000	1,000	1,175	0	1	0%	VAC-
44	VACANT - 02/06/2023	3BR		0	0	0	1,000	1,000	1,000	1,175	0	1	0%	VAC-
45	SANCHEZ, CARRIE ANN	2BR	02/01/24	63	0	732	0	795	795	965	0	1	30%	
46	VACANT - 08/30/2023	3BR		0	0	0	1,000	1,000	1,000	1,175	0	1	0%	VAC-
47	VACANT - 05/22/2023	2BR		0	0	0	795	795	795	965	0	1	0%	VAC-
48	CHAVEZ, GUADALUPE	2BR	08/01/24	319	0	476	0	795	795	965	0	1	30%	
49	VACANT - 04/26/2023	3BR		0	0	0	1,000	1,000	1,000	1,175	0	1	0%	VAC-
Totals				2,585	54	13,646	22,241	38,418	38,418	46,630	0			
48 Total RD R/A Units Allowable														
21 RD R/A Units In Use														
27 RD R/A Units Available														

**IN THE UNITED STATES DISTRICT COURT  
FOR NEW MEXICO**

<p>GUADALUPE CHAVEZ, LORENZA ROMERO, ALICE SANCHEZ, SUSIE TRUJILLO, and PETRA VELARDE, Plaintiffs</p> <p>vs.</p> <p>THOMAS VILSACK, Secretary of the Department of Agriculture, VILLAS DE AVENIDA CANADA, LLC, as owner of La Vista del Rio Apartments, BOSLEY MANAGEMENT, INC, as former owner of La Vista del Rio Apartments, Defendants</p>	<p><b>CASE NO:</b></p> <p><b>DECLARATION OF SOVEREIGN HAGER IN SUPPORT OF PLAINTIFFS’ MOTION FOR CLASS CERTIFICATION And Preliminary Approval Of Class Settlement</b></p>
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I, Sovereign Hager, declare that:

1. I have personal knowledge of the facts in this Declaration.
2. I am an attorney and the legal director employed at the New Mexico Center on Law and Poverty (NMCLP) and I serve as co-counsel for Plaintiffs in the present lawsuit.
3. In support of Plaintiffs’ request that the Court appoint Plaintiffs’ counsel to serve as class counsel, I submit the following information about the organization and attorneys:

**NEW MEXICO CENTER ON LAW AND POVERTY**

4. NMCLP is a 501(c)(3) nonprofit organization dedicated to advancing economic and social justice through education, advocacy, and litigation. The Center works with low-income New Mexicans to improve living conditions, increase opportunities, and protect their

**Exhibit D**

rights. NMCLP provides systemic advocacy to advance economic justice and equal opportunities for families in our state.

5. NMCLP was established in 1996 to fill a critical gap in the provision of systemic civil legal services in New Mexico. Since NMCLP's early victories to protect access to public benefits programs, we expanded our expertise and deepened our skills to represent low-income New Mexicans in the courts, at the legislature, and before state agencies and institutions. Today, NMCLP is a critical anchor institution for systemic change in New Mexico. NMCLP's legal and policy work protects the rights of New Mexicans and creates positive changes in laws, programs, and policies across a broad range of issues that deeply affect the well-being of New Mexicans. Extensive background information on NMCLP is available at [www.nmpovertylaw.org](http://www.nmpovertylaw.org).
6. NMCLP is one of a few nonprofit legal services organizations in New Mexico that can bring class action lawsuits. Other organizations such as New Mexico Legal Aid are prohibited from this type of litigation due to the restrictive nature of their funding sources. One of the core goals of NMCLP is advancing protections for renters through legal reform, impact litigation, and preservation of affordable housing.
7. NMCLP regularly represents New Mexicans in class actions and other impact litigation seeking to remedy harm caused by institutions that serve New Mexicans. This includes representing the Plaintiffs in *Yazzie v. Hanna Skandera*, D-101-CV-2014-00793 (finding the New Mexico education system insufficient under the New Mexico Constitution), *Rodriguez v. Brand West Dairy*, S-1-SC-35426 (finding the exclusion of agricultural workers from workers' compensation to violate the New Mexico Constitution), *Knowlton v. Armijo*, 88-CV-038 (entering a class action consent decree requiring the New Mexico

Healthcare Authority to comply with federal law in the administration of food and medical assistance), *Olivas v. Nair*, D-101-CV-2017-00139 (resulting in a class action settlement agreement requiring the New Mexico Department of Workforce Solutions to accept and investigate wage claims as required by state law), *Coss v. Manefort*, D-1010-CV-2018-00302 (resulting in a settlement requiring the New Mexico Motor Vehicle Department to revise regulations and provide second-tier drivers' licenses to New Mexicans as required by state statutes), *NMCLP v. Sidonie Squier*, D-101-CV-2014-02330 (enjoining the New Mexico Human Services Department from implementing work requirements as a condition of food assistance eligibility), *Torres v. Jacobson*, D-101-CV-2018-02769 (entering a consent decree requiring the New Mexico Early Childhood Education and Care Department to increase eligibility for child care assistance and provide due process in the program application requirements), and *Atyani v. Bonfantine*, D-202-CV-2016-02775 (resulting in a class action settlement requiring an employer to comply with the City of Albuquerque minimum wage ordinance and pay close to \$1 million in damages to workers).

### **Sovereign Hager**

8. I am an attorney licensed to practice law in the state of New Mexico, the Navajo Nation (Inactive) and in the United States District Court for the State of New Mexico as well as the US Court of Appeals for the Tenth Circuit. I have been a practicing attorney since 2011. I received my J.D. and M.A. *magna cum laude* from Syracuse University.
9. I began working at the New Mexico Center on Law and Poverty in 2013, and have served as the Legal Director since 2018. At NMCLP, I represent low-income New Mexicans in impact cases protecting rights to drivers' licenses (*Coss v. Manefort*, D-1010-CV-2018-

00302), food assistance (*NMCLP v. Sidonie Squier*, D-101-CV-2014-02330), and child care assistance (*Torres v. Jacobson*, D-101-CV-2018-02769). I serve as class counsel in *Knowlton v. Armijo*, 88-CV-038 and *Olivas v. Nair* D-101-CV-2017-00139. As Legal Director, I oversee the legal work of NMCLP, including workers' rights, housing, access to public benefits, access to Medicaid and healthcare, and enforcing the state's obligation to provide a sufficient education to public school students.

10. I have experience leading complex litigation, including class action cases against state agencies in state and federal court and other complex cases against employers, and corporations in New Mexico and on the Navajo Nation.

***Maria Griego***

11. Maria Griego has been an attorney at the NMCLP for 9 years. She has been the director of Economic Equity at NMCLP since 2018. She directs the Center's work to increase access to affordable housing in New Mexico. Ms. Griego represents the putative class in *Chavez, et. al. v. Nodel Parks, et. al.*, D-202-CV-2020-00757, enforcing the rights of low-income New Mexicans residing in mobile home parks and previously served as class counsel in *Knowlton, et. al. v. Armijo*, No. CIV 88-0385, representing a class of over 950,000 New Mexicans who are seeking or participating in New Mexico's food and medical assistance programs. In 2018, Ms. Griego also co-led the representation of Plaintiffs in *Torres, et. al. v. Jacobson*, D-101-CV-2018-02769, representing low-income New Mexicans who were unfairly denied or excluded from the New Mexico Children Youth and Families Department's Child Care Assistance Program.
12. NMCLP staff and attorneys worked extensively prior to filing this case to investigate the claims through records requests submitted pursuant to the Freedom of Information Act.

13. Due to the financial precarity of class members and the lack of affordable housing in Española, it has been very difficult to locate putative class members who moved out of the apartment complex that is the subject of this suit.
14. The Settlement was the result of arm's length negotiations over several months, concluding with mediation before the Honorable Judge Kirtan Khalsa.
15. I am unaware of any conflict, potential or actual, I have with any class representatives or putative class members, and I am personally dedicated to this case.
16. Based on my experience litigating class action cases and cases on behalf of individual renters, given the size of the class and robust recovery under the proposed settlement, it is not expected that class members will substantively object. It is my opinion that the Settlement is fair, reasonable and adequate.
17. I declare under penalty of perjury under the laws of the United States that the foregoing statements are true and correct to the best of my knowledge, information and belief.

Executed this 7th day of April 2025.

\_\_\_\_\_/s  
Sovereign Hager  
NM Center on Law and Poverty  
301 Edith Blvd. NE  
Albuquerque, NM 87102  
[sovereign@nmpovertylaw.org](mailto:sovereign@nmpovertylaw.org)

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT COURT OF NEW MEXICO**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT COURT OF NEW MEXICO**

GUADALUPE CHAVEZ, et al., Plaintiffs,  vs.  THOMAS VILSACK, Secretary of the Department of Agriculture, et al., Defendants.	<b>CASE NO: 1:24-CV-00572 JB/KK</b>  <b>DECLARATION OF MARCOS SEGURA</b>
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**DECLARATION OF MARCOS SEGURA IN SUPPORT OF JOINT MOTION FOR  
CLASS CERTIFICATION FOR SETTLEMENT PURPOSES AND PRELIMINARY  
APPROVAL OF CLASS SETTLEMENT**

I, Marcos Segura, declare as follows:

1. I am one of the attorneys for Plaintiffs in this action. I have personal knowledge of the facts set forth in this declaration and could and would testify competently to them.
2. I am providing this declaration in support of the motion filed jointly by Plaintiffs and Defendant Bosley Management Inc. (Bosley) for Class Certification for Settlement Purposes and Preliminary Approval of Class Settlement.
3. I am currently a staff attorney for the National Housing Law Project (NHLP) where I focus on advancing the rights of tenants in federally subsidized housing and preserving subsidized housing projects. This includes the USDA's Section 515 housing program. I have been at NHLP since November of 2020.

**Exhibit E**

4. I acted as co-counsel in *Oliver v. Chicago Housing Authority*, 22 C 03786 (N.D. Ill. 2022) and *Bush et al. v. Omaha Housing Authority*, Case No. 8:24-cv-00260 (D. Neb. 2024).
5. These are class action lawsuits, brought under Rule 23 of the Federal Rules of Civil Procedure, both challenging the failure of a public housing authority to notify very low-income public housing residents of the hardship exemption to paying the minimum rent in violation of federal law and the operative residential leases.
6. Through these cases, under the guidance of more experienced attorneys, I gained a deep understanding of Rule 23's substantive requirements and the practical considerations involved in pursuing class-wide relief in the affordable housing context, including negotiating and implementing settlement terms.
7. Prior to joining NHLP, I was an attorney for Central California Legal Services (CCLS), a legal aid organization serving indigent litigants in California's Central San Joaquin Valley.
8. While at CCLS, I litigated several affirmative cases, including cases very similar to the case at bar that involved dozens of tenants, project-wide habitability issues, and government enforcement action that included significant documentation of alleged owner violations. Through these cases, I learned that habitability cases, even where violations are well documented, are highly factual, long, expensive, and the outcome is very uncertain.
9. For the case at bar, NHLP and its co-counsel, the New Mexico Center on Law and Poverty (NMCL), engaged in significant pre-filing investigation and analysis into the strength of the claims Plaintiffs ultimately alleged. This included preparation of two

separate Freedom of Information Act requests submitted to the USDA's Rural Development division, review of the dozens of documents provided in response, interviews with potential clients, and an extensive breakdown of the underlying claims and legal theories.

10. After the filing of motions for preliminary injunctive relief and class certification, Plaintiffs engaged in negotiations with Bosley's counsel from August of 2024 to March of 2025. The final part of negotiations was conducted in open court with the guidance of the Honorable Judge James O. Browning, and the agreement reached before Judge Browning was further negotiated and reduced to writing through mediation conducted by the Honorable Judge Kirtan Khalsa.
11. The proposed class settlement provides monetary relief to class members that is very close to the statutory damages that class members stand to win at trial, and it offers them the opportunity to live at another Section 515 property owned and/or operated by Bosley, which would restore the deeply subsidized rents and strong tenant protections Plaintiffs allege were stripped by Bosley's wrongful conduct.
12. Based on the lengthy negotiations between the parties, the relief offered to class members, and my experience with protracted, expensive and uncertain habitability cases, the proposed settlement is fair, reasonable and adequate and the product of arm's length negotiations.
13. There are no conflicts between class members and the named Plaintiffs or their counsel.

I declare under penalty of perjury under the laws of the United States that the foregoing statements are true and correct to the best of my knowledge, information and belief. 28 U.S.C. § 1746.

Executed this 7th day of April 2025.

/s/ Marcos Segura  
Marcos Segura  
NATIONAL HOUSING LAW PROJECT  
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